

# Pennington Hotels & Inns

## Booking Terms & Conditions

Please read this brief guide. Confirmation of a booking by the Client is deemed acceptance of these terms. In these Terms & Conditions, “the Hotel” refers to Pennington Hotels or Muncaster Castle’s Coachman’s Quarters.

### 1. Prices

All published rates include VAT or local service charges at the current rate. The Hotel reserves the right to alter prices for any reason up to the date of booking.

### 2. Availability

All rooms and rates offered by the Hotel are subject to availability and the discretion of the Hotel manager. Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions and, when these allocations are taken up, remaining available rooms may be offered to the Client at a higher price.

### 3. Bookings

Bookings must be guaranteed for the first night's accommodation by a major credit or debit card, by payment of a deposit or by agreement in writing with a company, travel agent or hotel booking agency. At the discretion of the Hotel, or for some packages, full pre-payment may be required.

### 4. Arrival and departure

Bedrooms are usually available from 3pm local time on the day of arrival. Check out is by 11 am local time.

### 5. Cancellations, amendments and non-arrivals

Cancellations and amendments for bookings with the reservations office on 0845 450 6445. When the booking is confirmed, a reservation number will be supplied. This must be retained for access to the booking in the event of the need for cancellation and/or amendment. Reservations can be cancelled by 2.00pm the day prior to arrival. In the event of non-arrival or cancellation after this time but before the time of arrival, any deposit paid is non-refundable and the agreed rate of the first night's stay will be charged. Normal terms of payment apply to these charges. For this purpose the Hotel reserves the right to set-off the amount payable for such cancellation against the Client's credit card without prior notice or approval of the Client, where applicable. Any packages or special offers, late booking deals are non-cancellable and non-refundable. Full payment will be charged to the client's credit/debit card without prior notice or further approval.

If the Hotel cancels before 48 hours prior to the scheduled day of arrival, the Hotel's liability to the Client will be no greater than the amount paid by the client in respect of any booking. If the Hotel cancels within 24 hours of the time of arrival, the Hotel's liability will be limited to the charge for one night's accommodation. Where possible the Hotel may but is not obliged nor will it be liable to find alternative accommodation for the Client in the event that the Hotel is unable to accommodate

### 6. Payment

Settlement of the bill in full less any advance payments must be made on arrival at the Hotel. The Hotel reserves the right to request preauthorisation of the Client's credit or debit card where payment is made in cash.

All major credit and debit cards are accepted Please contact the Hotel prior to arrival. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by the Hotel of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals. All sums are due for payment on presentation of the invoice.

### 7. Smoking

In line with the change in UK legislation, Pennington Hotels operates a NO SMOKING policy within all interior areas of the hotel including guest bedrooms, public areas and corridors.

For resident guests who do not comply with our NO SMOKING policy, a charge will be added to their bill to include the cost of cleaning all soft furnishing to remove the odour of tobacco of up to £80.

### 8. Single Bedrooms

Single bedrooms are only suitable for 1 person.

#### 9. Disabled guest rooms

The Hotel offers modified facilities for use by disabled guests. As needs do vary, guests are requested to check with the reservations office on 0845 450 6445 before booking.

#### 10. Car parking

The Hotel has its own car park, which is free for residents use.

#### 11. Children

Children aged 15 years and under must be accompanied by a responsible adult to ensure that the children's behaviour is appropriate for other guests within the Hotel.

#### 12. Restaurant Bookings

Due to the popularity of our Restaurant, booking a table prior to your arrival is recommended. Please call 0845 450 6445.

#### 13. Dress Code

Breakfast and dinner will be served in our main restaurant, dress code for this and other public areas within the Hotel is smart casual.

#### 14. Dogs and Other Pets

Dogs and other pets are allowed in some of our bedrooms in each hotel. Pets are allowed in the holiday cottage accommodation. Please do not allow your pets on the beds or other furniture. We reserve the right to charge guests for additional cleaning required at cost where this has not been adhered to or where a more than reasonable level of mess has been made. With the exception of guide dogs, pets are not allowed in our restaurants but are welcome in bar areas. For more information or to discuss your requirements, please contact the hotel concerned.

#### 15. Behaviour

The Hotel reserves the right to judge acceptable levels of noise or behaviour of Clients, guests or representatives, who must take all steps for corrective action as requested by the Hotel. In the event of failure to comply with management requests, the Hotel may terminate the booking or stop any event immediately without being liable for any refund or compensation.

#### 16. Discrimination

It is the policy of the hotel not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, ethnic origin or disability. Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the Hotel may, without incurring any liability to the Client, remove from the Hotel any person or persons offending against this policy.

#### 17. External purchases

No wines, spirits, beers or food may be brought into the Hotel or Hotel grounds by Clients, their guests or representatives for consumption or sale on the premises without the express written consent of the Hotel and for which a charge may be made by the Hotel.

#### 18. Comments and complaints

Any comment or complaint regarding the stay should be made to the Hotel Duty Manager at the time of visit so that the matter can be resolved immediately.

#### 19. Statutory requirements

The Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

#### 20. Liability

Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Client is limited to the price of the booking.

Unless the Hotel is liable under the above clause, the Client indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

The Hotel does not accept responsibility whatsoever for damage to, or theft from, or theft of, vehicles parked on the hotel premises.

We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act, omission, default or neglect of the Clients, their guests or sub-contractors to the hotel's property

or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to guest's credit / debit card, or send an invoice for the amount required to make good or remedy any such damage, to the registered address. We will however make every effort to keep any costs that the guest would incur to a minimum.

**Third Party Liability:** The Hotel does not accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by The Hotel. Any claim, demand, charge, suit or damages which may be incurred by the Clients or their guest (or any person claiming thereunder) shall be made directly with such third parties and The Hotel shall render all reasonable assistance in this regard.

#### 21. Insurance

The client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

#### 22. Data protection

The information provided by the Client may be processed by The Hotel for the purposes it has notified to the Information Commissioner. By confirming a booking or enquiry, the Client consents to this processing of the information. The Hotel respects the privacy of every individual who visits our website. The data collected about you will be used to firstly fulfil any service you might request e.g. to request a brochure, make a booking etc and secondly to improve how, as a company, we serve you.

We will under no circumstances give your personal data to third parties. However, unless you specifically ask us not to (and this option is always given) we will use your data to send you further information from The Hotel. Any e-mail sent to you will always provide you with the option to unsubscribe. This is in accordance with UK Data Protection Legislation.

When making a booking, your credit card or billing account details are only retained for the purpose of handling that individual transaction, unless you ask us to keep these details for future purchases which you may make through us.

In order to process a booking or enquiry, your Personal Information and payment details may be passed to third party service providers and, where we are lawfully requested to do so, regulatory authorities. Such third party service providers will have access to the Personal Information needed to perform the relevant service. They may not, however, use your Personal Information for any other purposes and are required to process your Personal Information in accordance with the Data Protection Act 1998.

For your protection we are registered under the Data Protection Act 1998 and have given all appropriate notifications to the Information Commissioner.

#### 23. Dispute

These terms will be construed in accordance with English law and the Hotel and Client submit to the non-exclusive jurisdiction of the English courts.

#### 24. Holiday Cottage Terms and Conditions – “Conditions of Hire”

The person who books the Property (“the Hirer”) and the other people who are staying at the Property (“the members of the party”) shall take all good care of the Property and any and all of its contents, fixtures and fittings and ensure that it, and they, are left clean and tidy.

25. All loss and/or damage to the Property and/or to any and all of its contents, fixtures and fittings shall be the responsibility of the Hirer and the members of the party, who shall jointly and severally be liable therefore. Please report damage before departure. Any damage/losses not reported will be invoiced to the Hirer within 28 days of departure and will include an administration charge of £25.00. Note that we do not normally charge for minor breakages (e.g. glassware, crockery) provided that these have been reported.

26. The period of hire (“the period of hire”) is from 4.00pm on the arrival date to 10.00am on the departure date.

27. A deposit of one fifth (20%) (“The Deposit”) of the total price of the holiday (“the total price”) is payable on booking. The balance (80%) of the total price (“the Balance”) is due 4 weeks before the first day of the start of the holiday. Where a booking is made less than 4 weeks before the start day of the holiday, 100% of the total price is payable when booking. The deposit is non-refundable. Without prejudice to that and at the owners discretion, the deposit may be returned if the same period is subsequently booked by another party.

28. Upon receipt and acceptance by the owners of the Booking Form completed by the Hirer (“the Booking Form”) and upon receipt of the Deposit, the Hirer is liable for the Balance and a ‘Confirmation of Booking Form’ will be sent to the Hirer.

29. The Property is offered only on the condition that no more people (other than the total booked on the

Booking Form and at time of the booking) and no more than twenty (20) people shall be in occupation at any time during the period of hire (when booking Newtown and Knott View together), except by prior written consent of the owners.

30. If for any reason beyond the owners control, the Property is not available, or has been rendered unsuitable for the holiday letting (e.g. by fire damage or some system fault) on the arrival date, all rent and charges paid by the Hirer will be refunded in full and there shall be no further claim against and/or liability of the owners.

31. No liability is accepted for any loss, damage or injury howsoever caused which may be sustained during the holiday to the Hirer or any member of the party, or any car or its contents, or any possession of the Hirer or of any member of the party.

32. Pets are permitted on the understanding that no sign of the pet is evident in the Property or grounds on departure and no nuisance or annoyance is caused to neighbours. Pets are not allowed upstairs.

33. If there should be any cause for complaint, or accidental damage, this must be reported to the owners immediately. It is too late to report it after the holiday. While we will do everything reasonably within our power to effect speedy repairs to the Property and/or any furnishings or equipment or facility that may be faulty or fail during your holiday, no guarantees are given and no refunds will be made should any fault, failure or breakdown occur and not be immediately rectifiable or rectified.

34. Linen is provided for all beds. The Property is equipped with sufficient crockery, cutlery, kitchen equipment, furniture, beds and linen for the standard number of people indicated. All food, dishwasher and washing machine powders should be brought by the Hirer.

35. Any dispute relating to, or arising out of, or in connection with these Conditions of Hire shall be governed by English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

36. These Conditions of Hire shall apply to any booking made in respect of the property whether by correspondence, telephone or via the internet.

37. Website information

We cannot accept responsibility for any errors or omissions and reserves the right to cancel, amend or vary the details featured in this website without notice. The information contained in this website is provided in good faith. The use of any information from this website is entirely at the risk of the user. Pennington Hotels and/or Muncaster Castle shall not be liable for any costs, losses, expenses or damages (whether direct or indirect, special, economic or financial) that may be incurred through the use of any information contained in this website or in any other website linked to this website.

38. Copyright

The content of each page of this website is the property of Pennington Hotels and Muncaster Castle. No part of our website may be reproduced, displayed or republished in any form without prior consent, except that permission is granted to a user to print or photocopy individual pages from our website, provided that this is for personal use only.

39. Web Site Security

Booking online through our website is safe. Security of our website is paramount and we have invested a great deal of time and money to ensure you can have the peace of mind that your details are secure. Our online reservation system uses up to date security software.