

## TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION & SERVICES

These Conditions are the standard terms and conditions that apply to the booking of any Hotel room provided by the Company on behalf of the Estate, along with the provision by us of any Services (as defined in clause 1.1. below) offered to and used by Guests. These Conditions set out your legal rights and responsibilities, our legal rights and responsibilities and certain key information which we are required by law to provide to Consumers (as defined in clause 1.1 below).

**Your attention is particularly drawn to the provisions of clause 10 (Limitation of Liability).**

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these Conditions, the following expressions have the following meanings:

**Business** means any business, trade, craft or profession carried on by you or any other person/organisation.

**Conditions** means these terms and conditions as amended from time to time in accordance with clause 11.

**Company/we/us/our** means Farncombe Estate Holdings Limited a company incorporated in England (with registered number 02382336) whose registered office is at Farncombe House, Broadway, Worcestershire, WR12 7LJ) and who is the owner of the Estate.

**Consumer** means an individual customer or Guest who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business.

**Hotel** means Dormy House Hotel, Foxhill Manor or The Fish Hotel at the Estate, along with their premises and other type(s) of accommodation (including but not limited to treehouses and huts) of which they are comprised.

**Late Cancellation Charge** has the meaning given in clause 4.4.

**Price List** means the Hotel's standard price list of Rates. The Price List is available on the Hotel's website, in our brochures and from Hotel reception desks.

**Rates** means the prices payable by you for the provision by us of room accommodation and (where applicable) other Services.

**Regulations** means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

**Services** means the provision of accommodation in rooms at the Hotel any and all other facilities, services and items offered by us;

**Estate** means Farncombe Estate, Broadway, Worcestershire, WR12 7LJ (tel: +44(0)1386 852711).

**Guest/you** means a customer of the Company who agrees to pay as a paying guest of the Company and also for members of his/her party and any of his/her guests.

#### 1.2 Interpretation

In these Conditions:

1.2.1 a reference to a clause is a reference to a clause of these Conditions;

- 1.2.2 a reference to a 'party' refers to the parties to the Agreement and includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.

## 2. **RESERVATIONS**

- 2.1 All reservations shall be governed by these Conditions. You may book to make a reservation for a room or other Services in advance through the Estate's website ([www.farncombeestate.co.uk](http://www.farncombeestate.co.uk)), by telephone (+44(0)1386 852711) or in person.
- 2.2 When you request us to make a reservation, you must provide us with your identification information including, but not limited to, your name, address, contact telephone number and email address.
- 2.3 You must give us payment details for any reservation at the time of booking. We will take your credit/debit card details (which must be valid beyond the date of your intended stay) and you authorise the use of this card for any sums that become due to us. Unless the booking for the reservation expressly states that you must pay at the time of reservation or at the time of check in, we will not take any payment from you for it until the time indicated in clause 3 below.
- 2.4 Your request to us to make a reservation for you will constitute an offer by you to purchase the Services but whether we accept any such offer will be for us to decide in our discretion. Only once we tell you that we accept your request for a particular reservation and confirm to you the booking reference, there will there be a booking. At that point, a binding contract between us for the reservation of a room or other Services will come into existence.
- 2.5 You may change your reservation at any time prior to your arrival (subject to the cancellation provisions set out in Clause 4 below). We will use all reasonable endeavours to accommodate your requested changes, although we cannot guarantee that we will be able to accommodate such changes.
- 2.6 Instead of making a reservation in advance, you may make a booking when you arrive. If we have availability of the type of room or the particular room or other Services that you request at that time, we will accept your request for the booking, although we cannot promise that any room(s) or particular room(s) requested or such requested Services will be available.
- 2.7 You may request additional nights at the Hotel at any time during your stay. We will use all reasonable endeavours to meet such a request. If we are able to meet any request, we will accept the request as a booking and that booking will then form a binding contract between you and us.
- 2.8 A reservation of 4 rooms or more is usually considered a group booking. If you wish to make a group booking, please call our reservations team.

## 3. **FEES AND PAYMENT**

- 3.1 We make details of Rates including, where applicable, promotional Rates and other special offers available on the Hotel website, at the Hotel reception and/or by email or post. All Rates shown in our Price List include VAT.
- 3.2 When you request a reservation and we quote any Rate(s), the Rate(s) will apply only to the provision of hotel bedroom accommodation unless we specifically state otherwise. However, the Rate(s) will

include all facilities which the Hotel has in all its standard and other bedrooms.

- 3.3 Additional charges may apply for other Services including, but not limited to, car parking, meals, drinks, room service, use of wireless internet access, leisure, fitness or entertainment facilities or activities, use of any function or other rooms, or any other equipment, services or facilities. We will inform you of Rates payable for such additional Services on request when you arrive at the Hotel.
- 3.4 Subject to clause 3.5 below, and unless we agree a different arrangement with you, we shall give you an invoice for all sums due and payable to us and you must pay that invoice in full when you check-out from the Hotel.
- 3.5 The following will apply to any promotional Rates that we may offer from time to time:
- 3.5.1 Unless we specifically state otherwise, you must pay in full at the time of booking for a reservation to which a promotional Rate applies and we will not have to give you any refund except where Clause 4 specifically states that we must do so;
- 3.5.2 If you incur charges during your stay in addition to the promotional Rate for the reservation of a room, we will invoice them and you must pay for them as required by clause 3.3 above; and
- 3.5.3 If you request any additional nights and we accept the request as a booking under clause 2.7 above, you must pay for the additional nights at the standard Rate.
- 3.6 You may pay us for Services (and for any deposit or other advance payment on account of that payment) by credit/debit card, by cash or by bank transfer.
- 3.7 We may alter any of our Rates without prior notice but if the Rate of any Service increases between the time when you make a booking and the date when the booked room accommodation or other Service is to be provided, any increase in the Rate will not apply to your booking.
- 3.8 Whether these Conditions require payment upon booking or on check out or at any other time, you must pay in full for any reservation booked and will not be entitled to any refund, except as stated in clause 4.
- 3.9 Where Clause 4 specifically says that you will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of our breach of these Terms & Conditions or as a "consumer" under the Consumer Rights Act 2015 or other consumer protection legislation, we will make a refund to you as set out in Clause 4 or as required by such legislation.

#### 4. **CANCELLATIONS**

- 4.1 Unless you pay in advance for a booking at a promotional Rate, you may cancel a reservation without charge if you give us prior notice before the earliest check in time we have given you for your reservation, the notice period for each Hotel is as follows:
- 48 hours for The Fish Hotel
  - 72 hours for Dormy House Hotel, and
  - 7 days for Foxhill Manor
- If you cancel under this clause 4.1, we will refund to you in full any sum (including, but not limited to, any deposit) you paid in advance.
- 4.2 If you cancel but do not give us prior notice of the cancellation of a reservation in accordance with the timeframes under clause 4.1, we will be entitled to charge you a Late Cancellation Charge which shall be calculated as set out in clause 4.4.
- 4.3 We may, at any time before you check in, cancel a reservation booked by you in the following circumstances:
- 4.3.1 The required accommodation and/or personnel and/or other resources necessary for the provision of the room are not available due to any cause outside our reasonable control. If we cancel a reservation in such circumstances, we will offer you alternative accommodation of the same standard or better if it is available. If it is not available or we offer it to you and you decline it, we will refund to you in full any deposit or other advance payment that you have made to us for your reservation; or
- 4.3.2 If you have not paid for your stay in full in advance of check-in and you do not arrive by 22:00 on the first day when you are due to stay at the Hotel. In that case, we shall be entitled to re-let your room after that time unless you have notified us in advance of your late arrival, and we have agreed to a late check-in. If we cancel under this clause 4.3.2, we will be entitled to charge you a Late Cancellation Charge as if you had cancelled under clause 4.2 above. We shall attempt to contact you to inform you of that cancellation.

- 4.4 A "Late Cancellation Charge" means and will comprise the net financial loss that we suffer due to your cancellation. The calculation will take fully into account and give credit for any amount for any or all of the stay that you booked that we receive from another person for your room. We shall use reasonable endeavours to let your room to someone else for this purpose. The Late Cancellation Charge shall be limited to whichever of the following is the lesser amount: *either* 100% of the full price (at the Rate applicable) of your booking for the whole duration of the stay that you booked *or* one night's stay at the Rate specified in your reservation. We may take the Late Cancellation Charge when or after you cancel using the payment details you provided when you made the reservation. We will be entitled to deduct some or all of the Late Cancellation Charge from any sum you paid us in advance and to keep the amount deducted and will refund to you any balance.

## 5. CHECK-IN AND CHECK-OUT

- 5.1 The earliest check-in time at our Hotels is 15:00 hrs on the arrival date.
- 5.2 Guests may be asked to provide proof of identify upon check-in. Acceptable forms of identification are a passport or driving licence.
- 5.3 The latest time by which you must vacate your room and check-out from each Hotel is
- 11:00 hrs on the departure date for The Fish Hotel
  - 12:00 noon for Dormy House Hotel
  - 12:00 noon for Foxhill Manor

We may beforehand agree at our discretion to an arrangement for a later check-out time but if we have not agreed to a later time and you do not vacate your room and check out by the above latest time, we will be entitled to charge you for an additional night's accommodation at the standard applicable Rate.

- 5.4 If we have agreed and arranged a late check-out under clause 5.3 above, we shall be entitled to charge you at an hourly rate for the additional time from our standard latest check-out time until the time you check-out, and we shall give you details of the hourly rate of that charge when you request a late check-out time.

## 6. HOTEL RULES

- 6.1 You must conduct yourself in a reasonable and responsible manner at all times when on Hotel property and must not act in any way which may disturb other guests. If you do not, we may ask you to leave the Hotel and, in that case, you must immediately pay us all sums due.
- 6.2 Smoking is not permitted anywhere on the Estate or in any Hotel rooms. This includes the smoking of e-cigarettes.
- 6.3 If you do not comply with clause 6.2, we may charge you for any and all costs we incur in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.
- 6.4 You must not
- 6.4.1 bring any animals or pets into the Hotel, with the exception of assistance or guide dogs; unless agreed in advance to stay in one of our pet friendly rooms;
  - 6.4.2 bring any potentially dangerous or hazardous materials or equipment onto the Estate or into Hotel rooms;
  - 6.4.3 use any electrical appliances that may set off fire alarm system, such as toasters, mini cookers or portable grills;
  - 6.4.4 tamper with any fire alarms or emergency equipment;
  - 6.4.5 utilise any Hotel rooms to store items (personal or otherwise) which could in our sole opinion cause damage to any Hotel room, or be a risk to the health and safety of our staff or property;
  - 6.4.6 prevent our management, housekeeping and/or maintenance staff from having access to your room as and when required, with housekeeping being permitted full access at least once every two days;
  - 6.4.7 remove, damage or destroy any Hotel property;
  - 6.4.8 use any technology provided by us to download or access any unlawful or obscene material; or
  - 6.4.9 or cause unreasonable disturbance to any other guests or staff.

- 6.5 Any child under the age of 16 may only stay at the Hotel if accompanied by an adult aged at least 18.
- 6.6 We will charge you for any and all damage caused by you to any Hotel property during your stay.
- 6.7 All of the above rules will also apply to members of your party and your guests and you shall be liable for any breach of the above rules by any of them.
- 6.8 If you or your group cause damage or loss of any kind to the Hotel, other guests or their property, you as the Guest who is making the booking will be responsible for that damage or loss and you shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss.
- 6.9 If you or your group caused damage to the Hotel, other guests or their property, or otherwise breach any of these terms or conditions, we reserve the right to:
- 6.9.1 cancel your reservation with immediate effect and (if appropriate) require you to leave the Hotel;
- 6.9.2 restrict access to the Hotel;
- 6.9.3 remove your items from the room and the Hotel, disposing of such items in the event that you do not collect them within 7 days of removal;
- 6.9.4 retain all sums paid by you and/or charge you the full amount of your reservation; or
- 6.9.5 refuse future reservations from you and/or refuse you entry or accommodation at any of our Hotels.
- 6.10 We will not be liable to refund or compensate you in the event of the any of the circumstances arising in clause 6.9.
- 6.11 We reserve the right to decline or cancel reservations made and stays in progress by those who have previously breached these Conditions (as may be updated from time to time) whether the reservation is in that name or not.
- 7. OCCUPANCY**
- 7.1 The maximum room occupancy is 2 adults. Family rooms, where available, can accommodate 2 adults and 3 children (under the age of 16). You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy. Occupancy is not transferable.
- 7.2 Any child under the age of 16 may only stay at the Hotel if accompanied by a parent or guardian who is also staying at the Hotel.
- 7.3 We reserve the right to change your room allocation at any point during your stay for any reason.
- 8. FOOD AND DRINK**
- 8.1 As referred to in clause 3 above, unless we specifically state otherwise, food and drinks are not included in any Rate(s) for bedroom accommodation and unless we have specifically stated or do state otherwise, we will make additional charges to you for them in accordance clause 3.3 above.
- 8.2 If you or any of your party or guests have any special dietary requirements, you should inform us of them in advance of your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell you that we are unable to do so.
- 8.3 We will tell you times of meals when you arrive.
- 9. CAR PARKING**
- 9.1 We cannot guarantee that any car parking space(s) will be available for you, but subject to clause 9.2, you may use any vacant space in our guest car park on a first-come-first-served basis provided that you have given us your vehicle's registration number when you arrive. Any such parking will be without charge.
- 9.2 You may use a disabled parking space that is available if you have a valid disabled parking badge. We will be entitled to remove any vehicle if it is parked in a disabled parking space without a valid disabled parking badge on display and you (or if you are not the owner, then the owner of the vehicle) shall reimburse to us the all costs associated with its removal and subsequent recovery.
- 9.3 Whilst we will operate and maintain our guest car park with reasonable skill and care, we do not

guarantee that other Hotel guests or members of the public will not enter our guest car park and steal or damage your vehicle or property in it. When you park or arrange for parking of your vehicle in our car park, you accept the risk of theft or damage of or to your vehicle and property in it if it is caused by any person other than our staff or contractors.

## 10. **LIMITATION OF LIABILITY**

10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable.

10.2 Nothing in these Conditions will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

### **Clauses 10.3 and 10.4 are only applicable if you are a Consumer**

10.3 We provide all Services only for your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that we provide, or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to you for any loss of profit, loss of contract, loss of commercial opportunity or any indirect or consequential loss or damage.

10.4 Nothing in these Conditions is intended to or will exclude, limit, prejudice or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Regulations or any other consumer protection legislation as amended from time to time.

### **Clauses 10.5 and 10.6 are only applicable if you are a Business**

10.5 Subject to clause 10.2, we shall not be liable, whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way for any of the following: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or indirect or consequential loss.

10.6 Subject to clause 10.2, our liability to you arising out of the provision of Services to you under these Conditions shall not exceed the value of the booking in respect of any one claim or series of related claims.

## 11. **CHANGES TO THESE CONDITIONS**

We may from time to time change these Conditions without giving you notice.

## 12. **HOW WE USE YOUR PERSONAL INFORMATION**

All personal information provided by you will be collected, processed and used in line with the our privacy policy, which explains what personal information we may collect from you, how and why we collect, store and use and share such information, your rights in relation to such personal information and how you can contact us and any supervisory authority if you have a query or complaint about the way in which we use any personal information. A copy of the privacy policy can be found at [www.farncombeestate.co.uk/wp-content/uploads/2018/12/GDPR-Privacy-Policy.pdf](http://www.farncombeestate.co.uk/wp-content/uploads/2018/12/GDPR-Privacy-Policy.pdf)

## 13. **REGULATIONS**

If you are a Consumer, we are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before we accept your request to make a booking). We have included the information itself either in these Conditions for you to see now or we will make it available to you before we accept your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.

## 14. **INFORMATON**

As required by the Regulations, all of the information described in clause 13, and any other information which we give to you about any Services or the Hotel which you take into account when deciding to make a booking

or when making any other decision about the Services, will be part of the terms of our contract with you as a Consumer.

15. **COMPLAINTS**

We always welcome feedback from Guests and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about the Hotel or any of our staff, please raise the matter with the relevant General Manager who can be contacted at the Hotel by post (Farncombe Estate, Broadway, Worcestershire WR12 7LJ), phone (+44(0)1386 852711) or email at [reservations@dormyhouse.co.uk](mailto:reservations@dormyhouse.co.uk), [reservations@thefishhotel.co.uk](mailto:reservations@thefishhotel.co.uk) or [reservations@foxhillmanor.co.uk](mailto:reservations@foxhillmanor.co.uk)

16. **FORCE MAJEURE**

We shall not be in breach of these Conditions nor shall we be liable for any delay in performing, or failure to perform, any of our obligations under these Conditions if such failure or delay results from event, circumstances or causes beyond our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terror or any other event that is beyond our control.

17. **NO WAIVER**

If we do not insist that you perform any of your obligations under these Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18. **SEVERANCE**

Each clause of these Conditions operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining clauses will remain in full force and effect.

19. **GOVERNING LAW AND JURISDICTION**

These Conditions, any contract between us and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute or claim arising out of these Conditions, any contract between us and relationship between us shall be settled by the courts of England and Wales.