

TERNHILL FARM HOUSE Terms and Conditions of stay

The following Terms and Conditions apply to all bookings made for Ternhill Farm House via any website, by phone or in person. They also apply to bookings made via Third party Booking Agents/websites, over and above the terms indicated in the Third Party websites. We kindly ask that you take a moment to read them prior to making a Booking & to Registering for your room. Ternhill Farm House enters into this Agreement as principal for Bookings made for the Properties it owns.

In these "Terms and Conditions of Stay" the following definitions apply:

1. Definitions

"**Property**" or "**we**" means Ternhill Farm House, whose address is Ternhill Farm House, Ternhill, Market Drayton, Shropshire TF9 3PX

"**Booking**" means the booking for accommodation, meals and/or any other services or items made with us.

"**Contract**" means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

"**Terms**" means these terms and conditions.

"**Website**" means www.ternhillfarm.co.uk

2. Bookings

All Bookings at the Property are subject to these Terms.

At the time of booking, we will take your credit/debit card details to "guarantee" your booking. and in doing so you authorise the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. This will be clearly stated at the time of booking. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

In addition, bookings made via Third Parties, such as Booking.com and Laterooms.com, require full & non-refundable prepayment, as indicated at the time of booking on their websites.

The property reserves the right to stipulate a minimum stay policy. This usually operates on Saturday nights during busy times, when a minimum of 2 nights stay is required.

3. Cancellation/Amendments

Once a booking has been made you are entering into a legally binding contract. We, therefore, recommend that you take out suitable Travel Insurance to cover any possible Cancellation/Amendments to your booking.

Bookings made with Third Party companies, where full, non-refundable prepayment is required will receive no refund in the event of cancellation or amendment.

Special Offers requiring full, non-refundable prepayment on the property's website will receive no refund in the event of cancellation or amendment.

For all other bookings made with the property, and where Credit/Debit Cards have been provided to "guarantee" the booking, the following cancellation terms will apply:-

<u>Stay commencement within which WRITTEN cancellation/amendment is received</u>	<u>Cancellation/Amendment charge</u>
14 days or over	£20 per night deposit/admin charge
13 days or less	100% of original booking charge
After arrival	100% of original booking charge

Amendments will be subject to the same cancellation terms & charges, and will be subject to availability.

On Friday & Saturday nights from May to September, Bank Holidays and occasionally other periods, where a minimum stay applies, the guest will be unable to reduce the length of their stay below that minimum without incurring charges.

A refund will be made to the guest for any part of the cancelled booking that is re-let by the property except the £20 per night deposit/admin fee

4. Check-in/ Check-out Requirements

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving licence and a valid credit or debit card. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at a pre-arranged time from 2.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 22.00 on the scheduled day of arrival unless otherwise agreed directly with the Property.

On the day of departure we kindly ask all guests to vacate their rooms by 10.00am (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel. For guests not requiring breakfast who plan to check out early morning, keys should be left in the room & guests should depart via the front door, ensuring that any outstanding charges are settled the night before.

Rooms are subject to maximum occupancy rules set by the property. If you would like further details please contact the property.

5. Charges

Room rates are clearly indicated at the time of booking and, unless otherwise indicated, include Full Breakfast .

We are not VAT Registered

A 2% surcharge will be applied for all CREDIT CARD payments. No additional charge will apply for payment by Debit Card. We accept payment by Mastercard, Visa or Cash. We do not accept American Express or Diners Club cards nor personal or company cheques.

6. Changes or Cancellation by the Property

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Property.

Your booking is for a class of room in the Property and does not guarantee that you will be able to stay in a specific room.

If you have indicated a preference for a particular room through a "Special Requirements" field on the online booking procedure on our website, we will use our reasonable efforts to honour this preference. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to 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 in the rates.

7. Accessibility

A full Access Statement is available on our website at www.ternhillfarm.co.uk.

Please contact us on Tel: 01630 638984 or Email: info@ternhillfarm.co.uk to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

8. Damage and removal of property from the premises

We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act of the guest to the hotel's property or structure. In the event of soiled bedding, towels, carpets, furnishings and décor caused by, but not limited to, vomit, food and drink stains, blood and bed-wetting, we reserve the right to charge guests the cost of professional cleaning and, if required, the cost of replacement. Should ANY damage be unreported during a stay & hence come to light after the guest has departed, we reserve the right to make a charge to the guest's credit / debit card, or send an invoice for the amount to the registered address. We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the guest would incur to a minimum.

Should damage result in the room being unfit to re-let to new guests, we reserve the right to charge guests the cost of an additional nights stay. In the instance of severe damage to the room which results in the room being unfit to let, the guest may also be charged for any resulting lost revenue.

We will in such instance advise the guest of our intention to make this charge before charging the guest's credit/debit card.

We reserve the right to charge guests the cost of replacing any items that are removed from the premises by them without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the guest has departed, we reserve the right to make a charge to the guests credit / debit card, or send an invoice for the amount to the registered address.

9. Parking

We provide our own car park, but space may be limited & hence may not be available for the duration of your stay. Terms and conditions may also apply to car park use. Please contact the Property directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

10. Guest Behaviour

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Property, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Property, 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 Property if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

11. No Smoking

Guests are not permitted to smoke in rooms or public areas. Guests who do smoke on the Property/within their room will be asked to vacate the property immediately and will be subject to a surcharge equivalent to 1 night's accommodation. No refund will be made available to the guest & we reserve the right to charge this to the card used to make the reservation.

12. Children

We do not accept children under the age of 14 years. Cots and extra beds are not available.

13. Pets

We do not accept pets within the property other than Guide dogs by prior arrangement.

14. Personal Information

Telephone calls may be recorded from time to time to help us improve the service we offer you.

All personal information stored and used by us is done so in accordance with PCI Compliance.

15. Force Majeure

The Property accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

16. Limitation of Liability

The Property will not be responsible for the loss or damage of any property left in the Property other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004 (a copy of the notice under such Acts is displayed in the reception of the Hotel) or any other applicable law.

The Property will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Property, its employees, contractor or agents or otherwise). The Property's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Property's negligence or liability for fraud or fraudulent misrepresentation.

17. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connection with it are governed by English law.

The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

18. Web Site Information

While all reasonable efforts have been taken to ensure the accuracy of information on the Website, the Property does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice..

The content of the Websites is the copyright of the Property, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trade marks used on the Website are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.