



---

## Terms and Conditions

**Terms and conditions** for the provision of services at Mill End Hotel (UK) Ltd, situated at Chagford, Devon TQ13 8JN.

**1 The following definitions** apply in these terms and conditions:

'Arrival'	means the date on which the Services are to be provided or shall start to be provided by the Hotel
'Client'	means the person for whom the Hotel has agreed to provide the services in accordance with these terms
'Contract'	means the contract for the provision of the Services in accordance with these terms
'Deposit'	means the payment referred to in paragraph 5 and specified in the Schedule
'Hotel'	means Mill End Hotel (UK) Ltd
'Services'	means the provision of accommodation, function room hire and/or supply of food and beverages and other services, associated with hotel services, by the Hotel, for the Client, described in writing by the Hotel
'Schedule'	means the Schedule of deposits and charges and payments and cancellation charges at the end of these terms
'Standard Charges'	means the charges shown in any current brochure or other literature or signs of the Hotel
'Terms'	means these terms and conditions

**2 All contracts**

These Terms apply to all contracts of any kind made by the Hotel with its Clients and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at the Hotel.

**3 Reservations**

- 3.1 If the Hotel confirms a reservation by any method (telephone, email message, online booking system or other method) the Contract is conditional on the Client supplying credit card details at the time of reservation. The authority for charges (including any cancellation charges) shall be levied, on the payment terms in the Schedule.
- 3.2 If the credit card details and authority are not provided to the Hotel by the Client then the Contract will cease to have effect, except for any liability (including any cancellation charges) accrued by the Client. The Services that had been subject to the reservation may then be re-sold by the Hotel.

## **4 Supply of the Services**

- 4.1 The Hotel will supply the Services to the Client under the Contract.
- 4.2 The Client shall at his own expense supply the Hotel with all necessary information relating to the Services within sufficient time to enable the Hotel to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information.
- 4.3 The Hotel may at any time alter the Services:
  - 4.3.1 to comply with statutory requirements (including those regarding health and safety health,
  - or
  - 4.3.2 out of unforeseen necessity, and
  - 4.3.3 in any event, provided that the standard of the Services is not diminished.

## **5 Charges**

- 5.1 The charges payable by the Client shall be specified in writing by the Hotel, provided that where no charges are so specified or other Services are provided to the Client, the Client shall pay for those Services at the rate of the published Standard Charges for the day on which the Services are provided.
- 5.2 The Standard Charges may be varied from time to time.
- 5.3 All charges shall include Value Added Tax at the applicable rate at the tax point.

## **6 Deposit payments**

Deposits are non-refundable and the requirements for them are specified in the Schedule.

## **7 Your credit card details**

- 7.1 At the time of booking, we shall request credit card details from the Guest.
- 7.2 All personal and credit card details will be stored in line with Data Protection laws.
- 7.3 Charges to credit cards shall only be taken where the Client does not show, or if the Client cancels (in line with the cancellation charges in the Schedule), or if the Client leaves the Hotel without paying in full.

## **8 Payment**

- 8.1 The payments to be made to the Hotel by the Client (including deposits) are to be made on the date and in the amount to be calculated as specified in the Schedule.
- 8.2 If any of the Services under the Contract are varied prior to arrival then the payments shall reflect the latest details contained in the Hotel's literature.
- 8.3 Any additional charges due to the Hotel from the Client for the Services shall be paid by the client on presentation of an invoice.
- 8.4 Any additional charges due to the Hotel from the Client for the Services shall be paid by the client on presentation of an invoice.

## **9 Client obligations**

- 9.1 Arrival and departure times for accommodation are 2.00pm and 11.00am respectively.
- 9.2 The Client is responsible to ensure the good conduct of his guests in the Hotel and, in

particular to ensure that they cause no nuisance or annoyance to any person and that they cause no personal injury or physical damage.

9.3 The Client has an obligation to ensure:

9.3.1 that he does not leave or render any part of the Hotel insecure,

9.3.2 that he does nothing to cause a fire,

9.3.3 that he complies with directions on all notices posted in the Hotel, such as fire notices, and

9.3.4 that he leaves the keys at reception whenever he leaves the Hotel.

## **10 Cancellation charges**

10.1 The Client agrees to pay charges to the Hotel in the event of cancellation of the booking of the Services or if the Client fails to take up the Services at the time and on the day that they were booked for.

10.2 Cancellation charges shall be calculated as specified in the Schedule.

10.3 Cancellation charges may, in the discretion of the Hotel, be refunded if the Hotel re-sells the Services for the period which are subject to the cancellation.

## **11 Variation in requirement for Services**

Any variation in numbers, accommodation and food and beverage requirements contracted for must be agreed in writing (which includes facsimile or email message) between the parties.

## **12 Liability of Hotel**

12.1 When the Hotel supplies the Services, which include any services supplied by a third party, the Hotel does not give any warranty or guarantee as to their quality, fitness for purpose or otherwise but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying those services to the Hotel.

12.2 The Hotel shall have no liability to the Client for any loss, damage, costs or expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, illegible, out of sequence or in the wrong order or form, or arising from the Client's late arrival, non-arrival or any other fault of the Client.

12.3 Except in respect of death or personal injury caused by the negligence of the Hotel, or as expressly provided in these Terms, the Hotel shall not be liable to the Client by reason of any innocent representation or any implied warranty, condition or other term, or any duty at common law, for any loss of profit, opportunity or any indirect, special or consequential loss, damage, costs, expenses or other claims (however caused) which arise out of or in connection with the provision of the Services (including any delay or failure to provide them) or their use by the Client, so however that, the entire liability of the Hotel under or in connection with the Contract shall be limited to the amount of the charges for the provision of the Services in question.

## **13 External contractors and Equipment**

13.1 The Hotel must be notified by the Client of any external contractor which the client proposes to use and must obtain the permission of the Hotel to use any such contractor to provide any services for the Client in the Hotel.

13.2 The Client must on request from the Hotel supply copies of public liability insurance or such other insurance as the Hotel may require and receipts for the last premium paid in respect of any external contractor retained to perform services for the Client in the Hotel.

- 13.3 The Client may bring any electrical audio visual equipment into the Hotel only if it complies with IEE regulations and safety standards.
- 13.4 The Client will indemnify the Hotel against any loss or damage caused to the Hotel, its staff, contractors, clients and guests and any property of the Hotel arising out the engagement of any external contractor by the Client in the Hotel.

#### **14 Termination**

14.1 If the Client:

- 14.1.1 commits any material breach of these Terms,  
14.1.2 has a trustee receiver, administrative receiver or similar officer appointed in respect of all or any part of the business or assets of the Client or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding-up of the company or for the making of an administration or bankruptcy order (otherwise than for the purpose of amalgamation or reconstruction), the Hotel may at any time terminate the Contract by giving written notice to the Client.

14.2 Any termination of the Contract under this paragraph shall be without prejudice to any other remedies available to the Hotel.

#### **15 Entire understanding**

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement, including by reference.

#### **16 Severability and waiver**

- 16.1 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.
- 16.2 No delay by the Hotel in exercising any right, power or provision hereunder shall operate as a waiver of the exercise of any right at a future time.

#### **17 Contracts (Rights of Third Parties)**

It is not intended that this agreement shall give any right to any third party under the Contracts (Rights of Third Parties) Act 1999.

#### **18 Jurisdiction**

This Agreement shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

## **Schedule: Deposits, charges, payments and cancellation charges**

### **Deposits**

A deposit payment of £100 per room (or £50 in the case of single occupancy) is required at the time of booking.

### **Charges**

Charges for accommodation are as detailed on the hotel's website and tariff, as varied from time to time.

### **Cancellation charges policy**

If you need to cancel your booking please notify us immediately by telephoning 01647 432282.

If you cancel your booking **14 days or more** before arrival, we will refund any deposit paid.

If you cancel your booking **between 7 and 14 days** before arrival, your deposit is non-refundable but there are no further cancellation charges.

If you cancel your booking **within 7 days** of arrival, the cancellation charge is 100% of the total value of the booking.

Differing cancellation terms may apply to special events and functions.

We recommend that guests take out adequate travel insurance to provide cover in the event of cancellation.

### **Amendments to bookings**

Bookings can only be amended 7 days or more before you were due to arrive. However we will, at our sole discretion, consider requests for amendments to bookings within 7 days of arrival in which case amendment charges may be payable.

### **Damage fees**

We reserve the right to make a charge to clients for any damage to or loss of hotel property howsoever caused. This would include any damage caused by clients' dogs.

### **Smoking**

In line with UK law, smoking is not permitted anywhere within the hotel buildings. We reserve the right to make a charge for deep-cleaning in the event of smoking having taken place in a guest room.

### **Errors and omissions**

Please note that every effort is made to ensure the accuracy of all information provided by the Hotel. However, the Hotel does not accept responsibility for any errors or omissions.

### **Payment terms**

All charges incurred by the Client in the Hotel must be paid in full before you depart the hotel, unless alternative arrangements have been agreed. Payment may be made in cash or by most major credit cards.

**All prices and information are subject to change.**