

BRYN TANAT HALL

## **Terms and Conditions**

### **For Bryn Tanat Hall & Parkland Lodges**

#### **1. THE CONTRACT**

1.1 The contract entered is between Bryn Tanat Hall (The Owner) and the person making the booking (The Hirer). Bryn Tanat Hall comprises the Main Hall and Parkland Lodges (The Property). This agreement refers to the hire of the Main Hall and or one or more of the Parkland Lodges. The person making the booking certifies that all members of the party have read the terms and conditions and agree to be bound by them. All members of the party are jointly and severally liable and they agree that all communication with them is through the person making the booking.

1.2 The contract is not effective until the required payment has been received and confirmation sent from the Owner to the Hirer. This contract is made in England & Wales. Submission of our booking form constitutes an irrevocable offer by the person making the booking to enter into the contract. The contract is formed when The Owner agrees by email or letter to accept your booking and payment is made in full or in part as required by the dates of the booking.

#### **2. BOOKING**

2.1 Bookings cannot be accepted from:

- a. Persons under the age of 18 years
- b. Parties where most members are less than 18 years (except supervised groups)

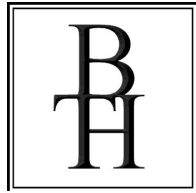
2.2 The Hirer will be responsible for all persons included in the booking and should ensure that they are aware of the booking conditions.

2.3 The Owner reserves the right to decline any booking or refuse to hand over a key to a person who has not complied with the booking conditions.

2.4 All online bookings are provisional until confirmed in writing by The Owner. When you submit a booking via our online reservations system you will receive an automatically generated summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

#### **3. OCCUPANCY**

3.1 The number of persons occupying the Property must not exceed the maximum stated number in the property description. The maximum stated occupancy for each property includes children.



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3.2 The maximum occupancy number for the Main Hall is 28, Pinelands Lodge is 8 & Kowloon Park is 8. The Owner can extend this number with discretion. If a larger number is agreed this will be done in writing by the Owner.

3.3 Details of all guests within your party must be provided no later than 7 days prior to arrival using our Guest Registration Form. A copy will be sent to you for completion in time.

3.4 The guests detailed on the Guest Registration Form are those who may stay in the Property. No other guests may stay in the property. If this condition is not observed, then the Owners will refuse entry. Sleeping in tents or motorhomes adjacent to our Properties or on any land at Bryn Tanat Hall is not permitted.

3.5 Day visitors will only be permitted with prior arrangement and in exceptional circumstances.

### **4. RESERVATION**

4.1 Provisional reservations can be accepted and must be confirmed within 7 days by the receipt of the required deposit.

4.2 Provisional reservations will be cancelled after 7 days without further reference.

4.3 To secure a reservation:

a. Complete the online booking form

b. The Hirer will arrange payment of the required deposit of 10% of the total booking amount to the Owner by debit or credit card using the secure Sage Pay online booking system or by bank transfer. Please note that the required deposit may vary for seasonal reservations. Please note that this specific alteration to our deposit structure is part of our Booking Promise.

c. Pay the balance of the cost 7 days before the holiday is due to start (it should be noted that reminders are sent out prior to the balance payment). Please note that this specific alteration to our balance payment structure is part of our Booking Promise.

4.4 If the balance is not received within the time specified the Owner reserves the right to cancel the booking and retain the deposit.

4.5 Bookings made within 7 days of the start of the holiday require payment in full at the time of booking.



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### **5. GUEST REGISTRATION FORM**

5.1 No later than 7 days prior to arrival the hirer undertakes to complete and return the guest registration form for the property.

### **6. SECURITY DEPOSIT**

6.1 A security deposit is required for all properties 7 days prior to arrival, this payment must be made by debit card. Credit cards will not be accepted. The deposit is held in the event of any breakages, damage, lost items or fumigation if smoking has taken place in the Property. The deposit can also cover any cleaning required should the Property not be left clean and tidy and in a similar condition in which you find it. A full refund to the card details given will be made within 7 days if there is no damage to any Bryn Tanat Hall Property or contents. This deposit also covers damage caused during the occupancy but damage in excess of the damages deposit sum is still the responsibility of the Hirer.

6.2 The Security Deposit Sum for the main Hall is £500.00, for Pinelands Lodge it is £250.00 and for Kowloon Park it is £250.00

### **7. CANCELLATION**

7.1 The Owners retain the right to cancel the Hirer's holiday in advance for any sufficient reason. The Owners also retain the right to cancel the Hirer's holiday during the holiday. In these exceptional circumstances the hirer will receive a refund for any holiday monies paid for holiday days outstanding. For example of the said cancellation takes place during the holiday the refund will be pro-rata based on the holiday days remaining. The Owners will not be liable for any additional costs or consequential losses arising from such a cancellation. The refund of holiday monies paid will be the limit of the Owners liability.

7.2 Should cancellation by the Hirer in advance be required as a result of UK government restrictions then the Owners will return any monies paid to the Hirer for the holiday.

7.3 Should cancellation by the Hirer arise then the Owner will endeavour to re-let the property. Should the Owner successfully re-let the property then the Owner will return to the Hirer the proportion recovered of monies paid by the Hirer. Please be aware that in such circumstances the price of the Property may need to be discounted and so it is unlikely that the full sum will be returned. In any event the Hirer should inform the Owner as soon as possible about any problems.

7.4 It is recommended that the Hirer purchases Holiday Cancellation Insurance which covers group bookings as opposed to individual cover.

### **8. BOOKING ALTERATIONS**

8.1 Any change by the Hirer in holiday dates will be subject to agreement of the Owner.

8.2 Any request by the Hirer for transfer of the booking to another property will be treated as a cancellation of the original reservation.



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8.3 If, for reasons beyond its control, the Owner has to cancel arrangements made for the Hirer, the Owner will make every effort to offer an alternative property, if one is available.

8.4 If the Hirer does not accept the alternative offered, or if there is no alternative to offer, the Owner will return to the Hirer all monies paid, where upon the Owners liability will cease.

8.5 If the Owner has to terminate the holiday early, for reasons beyond the control of the Owner, the Hirer will be refunded that part of the booking fee based on the time remaining of the booking. No additional compensation, expenses or costs will be payable.

8.6 Bookings are not transferable to persons other than those named on the booking form, except by agreement with the Owner.

### **9. DAMAGE, LOSS and NUISANCE**

9.1 The Hirer agrees:

- a. That the supervision of children and any adults requiring care always remains the responsibility of the Hirer
- b. That children under the age of 10 will not play on the snooker table in the main Hall and will not be left in the snooker room unsupervised.
- c. To be responsible for leaving the accommodation in good order and clean condition, or otherwise a charge against the security deposit will be made.
- d. To pay for any damage however caused excluding reasonable wear and tear incurred during occupation
- e. Not to cause nuisance or annoyance to the occupants of nearby properties
- f. Bryn Tanat Hall has an entertainment licence and by the terms contained therein you agree to cease all outside activity by 10pm
- g. That music systems are not allowed outside. Amplifiers are not permitted.
- h. That the Main Hall terrace room doors will be closed by 10.00pm.
- i. To allow reasonable access to the property by the Owner or Housekeeper.
- j. To pay a key and lock replacement charge of £100.00 for any keys to the property lost during the stay.



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9.2 If in the opinion of the Owner any person is not suitable to continue their occupation of the property because of unreasonable behaviour damage or nuisance to other parties, the contract may be treated by the Owner as discharged and the Owner may possess the property immediately. The Hirer will remain liable for the whole cost of the hire and no refund will be due.

9.3 The Hirer agrees to observe the rules displayed.

9.4 That smoking is not permitted in any Property or building at Bryn Tanat Hall, this includes doorways. If this condition is breached then a deep cleaning charge will be imposed against the security deposit.

### **10. ACTIVITIES and SERVICES**

10.1 Bryn Tanat Hall offers several activities and catering services. All other external activities to take place at the Hall other than those offered by the Owners require prior written consent. Third party catering is not permitted in any Bryn Tanat Hall Property.

### **11. CARE OF THE PROPERTIES**

11.1 Under no circumstances are bicycles to be stored inside The Hall or Parkland Lodges; this will automatically forfeit the damages deposit. Please inform the Owners in advance of your holiday if you are bringing bicycles and provision will be made for their storage.

11.2 Chinese lanterns, drones and kites are strictly not permitted at Bryn Tanat Hall.

11.3 Fireworks. Professional displays only are permitted with prior written consent of the Owners. If you are planning a firework display at Bryn Tanat Hall you are required to consult the Owner in advance.

11.4 Candles are not permitted.

11.5 The use of sellotape and re-usable adhesives such as blu-tak are not permitted. Damage caused by such materials will incur a repair charge.

11.6 Ball games are not permitted on the terrace, west lawn, courtyard or grassed areas around the lodges. Designated areas for ball games are the riverside lawn, sports court and extensive parkland opposite the lime avenue.

11.7 BBQ. Bryn Tanat Hall has several Weber BBQs available for hire upon request from May until September at a cost of £40.00 to include gas, tools and after use cleaning. These are the only BBQs we allow on site.



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### **12. ARRIVAL AND DEPARTURE**

12.1 For 3, 4 and 7 nights bookings occupancy shall be from 4.00pm on the day of arrival to 10.00am on the day of departure. For 2 nights bookings departing on a Sunday occupancy shall be from 4.00pm on the day of arrival until 12.00pm on the day of departure.

12.2 Variations to this are subject to availability, charge and written agreement with the Owners. The Housekeepers have a limited time to prepare the property for the next guests and you are kindly asked to respect this.

### **13 DOGS and PETS**

13.1 Dogs or pets of any kind are strictly not permitted at Bryn Tanat Hall.

### **14. DESCRIPTION**

14.1 Whilst the Owner makes every effort to ensure the accuracy of descriptions, these are inevitably subjective and are for guidance only. If there are any points of importance, please contact the Owner to clarify information.

14.2 While the Owner has taken all responsible steps to ensure that the information contained in its brochures, tariffs, websites and advertisements are accurate the Owner reserves the right to alter, substitute or withdraw any service, facilities or amenity.

### **15. LIABILITY**

15.1 The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, heating, electrical services or exceptional weather.

15.2 No responsibility is accepted for loss or damage of property, vehicles or vehicle contents belonging to the Hirer or any member of the party during their occupancy.

15.3 If The Owner is requested to return items left at the Hall a minimum charge of £25.00 will be applicable.

### **16. COMPLAINTS**

16.1 If in the opinion of the Hirer there are grounds for complaint, it is the duty of the Hirer to take it up with the Owner immediately or as soon as reasonably possible and in any event before departure to allow remedial action to be taken.

16.2 It is specifically agreed that failure by the Hirer to notify the Owner of any complaint in accordance with the timescale set out in clause 11.1 will entitle the owner to refuse to entertain the complaint, irrespective of merits.



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### **17. WAIVER**

The failure of the Owner to enforce or exercise, at any time, or for any period of time, any term of, or any right pursuant to this Agreement does not constitute and shall not be construed as a waiver or such term or right.

### **18. LEGAL PROVISIONS**

18.1 The construction, validity and performance of this agreement are governed by the law of England and Wales and the parties agree to submit to the jurisdiction of the English and Welsh Courts.

18.2 The Hirer agrees that the contract with the Owner is made at the Owner's premises and that any proceedings between the parties shall be conducted in the County Court nearest to the Owner.

18.3 Clause headings are for convenience only and do not form part of or affect the interpretation of this agreement.