

# Standard Terms and Conditions of Business:

#### Introduction:

These Terms and Conditions relate to Bookings made for overnight accommodation at Garstang Country Hotel. They apply to Bookings made in person, over the phone, and online via our website.

Garstang Country Hotel is owned and/or managed by Tom, Tom and Mary Ibison.

In these Terms, "We" are Garstang Country House Hotel, You are the person making the Booking or staying overnight.

We ask that You read these Terms carefully, so that You are aware of how We provide our services to You, how You may book, amend or cancel a Booking, how We conduct our business and other important information.

We reserves the right to revise these Terms and Conditions at any stage without notice, and the Terms and Conditions posted on our website <a href="https://www.garstanghotelandgolf.com">https://www.garstanghotelandgolf.com</a> will be deemed to be the current Terms and Conditions at any point in time.

## **Accommodation Bookings:**

A Booking is the reservation made for overnight accommodation at Garstang Country Hotel (the Hotel), inclusive of any other elements defined within the description given for that Booking, such as breakfast or a welcome drink, or perhaps just the accommodation element only (room only).

When you submit any information to us, including in connection with a Booking, You must ensure that it is true, accurate, current, and complete in all respects. We will rely on the information You provide.

Should You have any requirements in terms of accessibility, please let us know at the time of making your Booking so we can make provision for your particular needs or those of the person(s) concerned, or advise if we are unable to make such provision. If details are not provided to us at the time of Booking, We reserve the right to cancel the Booking should We be unable to make appropriate provision for a specific need or needs.

If You have a Booking through a third-party agent not controlled by us, there may be alternative terms and conditions which apply to the Booking and you should refer to those terms and conditions should you have any queries.

#### **Accommodation Tariffs:**

We offer a range of accommodation tariffs. Those available through our website clearly state details regarding any pre-payment, cancellation policy, guarantee requirements or other such information associated with them.

# **Availability and Date Amendments:**

Bookings are confirmed at the point at which both a confirmation e-mail is issued by us providing a confirmation number and your, where applicable to a particular tariff, payment is processed in line with the payment Terms for your Booking.

Bookings are subject to the availability for your preferred dates.

If You seek to amend the dates of your Booking, this will again be subject to availability and any price variations and/or variation in Booking Terms.

# **Booking Cancellation Policy:**

Cancellation policies for our tariffs may vary and are setout clearly at the time of booking through our website https://www.garstanghotelandgolf.com

## **Third-party Bookings:**

We work with a select range of third-party booking agents such as Booking.com, Expedia and others as We may determine from time to time. We may or may not, at our sole discretion, extend all rates to third-party sites.

Any cancellations, refunds or amendments to Bookings made via third parties can only be made directly with the third party. Unfortunately, We cannot action cancellations, refunds or amend any reservations made via third party booking agents.

# **Group Bookings:**

Enquiries for Accommodation Bookings of 9 bedrooms or more, (a group Booking) must be made by telephone or e-mail. Contact details are given on our website. We will take the details of your Booking and revert quickly with availability and pricing.

Deposits may be required to secure your group Booking.

Cancellation Terms may vary in respect of the cancellation notice period and We reserve the right to amend the cancellation booking window in line with the size of the group Booking request. This will be confirmed at the time of responding to your enquiry with availability and pricing.

# **Packages and Promotions:**

From time-to-time We may make specific packages and promotions available through a variety of channels of our choosing.

Any specific Terms associated with these packages and promotions will be detailed alongside the promotion at the time with the Terms setout herein applying in all other eventualities.

Where food, drinks or other items are included in any such package or promotion, any inclusive value, limit or range will be clearly stated. Any other items or surcharges will be charged as advertised.

#### Children:

We are a family friendly business.

Children aged 12 years and under are welcome to stay free of charge, in the same room as their parents/carers/guardian. This is based on a ratio of one child per adult.

This offer is subject to the availability of a room large enough to accommodate the Booking.

Any food, drink or other services provided will be charged as taken in line with the applicable menu pricing.

All our rooms can accommodate cots and pull-out beds.

#### Dogs:

We welcome well-behaved dogs to the Hotel. We have a range of dog-friendly bedrooms and spaces in the bar, and permit up to two dogs in a room.

A per dog charge applies for up to two dogs in a room and we are delighted to provide a towel, a bowl for food and a bowl for water, per dog. We ask that You do not use the bath towels to dry your dog(s) and not to let them sleep on the bed or other furniture.

Please let us know at the time of Booking that you are bringing your dog(s) so that we can allocate a suitable room.

Dogs should not be left unaccompanied in the room and, as with humans, we reserve the right to charge for any damage caused by dogs during their stay.

Dogs should be kept on a lead at all times within the car park, around the corridors and in the Bistro.

Dogs are not allowed onto the golf course.

#### Check in and check out:

We state the availability of our rooms from 3.00pm on the day of arrival. If your room is ready prior to this time, You are welcome to check in and enjoy the comfortable surrounds.

We cannot guarantee early availability, but we will always do our best to accommodate.

We ask that You vacate your room by 10.00am on the day of departure.

Unless a credit account is in place, all charges must be settled prior to checking out.

#### No smoking:

For the comfort and safety of all guests, we are exclusively a non-smoking establishment. If You smoke or we find evidence of You smoking in your room or elsewhere within the property, You will be charged £250 to cover the cost of any cleaning needed.

If the fire alarm is triggered from your smoking, You will be charged £450 as a contribution towards the cost of the fire brigade call out. We reserve the right to ask You to vacate the property if You are found to be smoking in any unauthorised location.

# Use of the Property:

You agree to conduct yourself in an orderly fashion, to comply with any request of our management and abide by all applicable statutory controls in respect of, but not limited to, health & safety, fire regulations, licensing permissions.

Should You or any member of your party, act in an improper or disorderly way, or refuse to comply with reasonable requests from our staff, We reserves the right to terminate your stay, restrict access to the property and/or your room, require You and/or your party to leave the property and remove your possessions immediately, or to eject those who are the cause of the disorder. Should this occur, no monies will be refunded.

If You and/or your party leave the property but leave your possessions, We reserve the right to gather your possessions together, retain them for up to 7 days and then to dispose of them without further contact with, or any liability to, You or anyone within our party.

We may prohibit You from coming to our properties in the future.

We operate a zero-tolerance rule to abusive and aggressive behaviour towards all employees, contractors, sub-contractors and other guests.

Children must be supervised by a responsible adult at all times and are the responsibility of their accompanying adult.

We cannot accept any liability whatsoever in the event of an accident due to children playing or running around. We respectively request, for their safety and that of our staff and guests, that children remain under supervision at all times, especially during food service times. The grounds and golf course of the property present many hazards for unaccompanied minors, such as the car park area and proximity to roads.

### Damage to Property:

We reserve the right to charge You the full cost of rectifying any damage to the property and/or loss of business which has been caused by your deliberate, negligent, or reckless act(s). If such damage is discovered during the stay, it will be drawn to your attention but if discovered after You have departed then we reserve the right to make a charge to your credit/debit card or send an invoice for the costs for payment to the address given at registration.

We will however, make every effort to rectify any damage internally prior to contacting specialists to make the repairs, and therefore will make every effort to keep any costs to a minimum.

# **Relocation Policy:**

In the unlikely event that we are not able to honour your Booking, except for events beyond our reasonable control, then We will either:

Provide a room and, subject to availability, any equivalent extras which have been pre-booked, at another local hotel. Pay the reasonable cost of transport to the alternative hotel or any applicable parking charges. Or,

At your request, or if in our opinion suitable alternative accommodation is not available, cancel your Booking and refund You any money You have paid in advance for the unavailable room(s), including related food, beverage and other pre-paid extras.

Events, acts, omissions or accidents which happen beyond our reasonable control include, but are not limited to, flood, earthquake, extreme adverse weather conditions, other natural disasters, acts of terrorism, partial or full cancellation or delay of major public event, fire or interruptions to electric power, gas or water.

# **Cancellation / Postponement:**

By the Hotel:

We reserve the right to cancel your Booking (or any part thereof) if:

You fail to adhere to any of these Terms including, but not limited to, payment of any deposits by the due date;

You are insolvent, or the Hotel has reasonable grounds for anticipating the same; The Hotel is not satisfied with your credit status;

In the reasonable opinion of the Hotel, You or your Booking might prejudice the reputation of the Hotel or any of its associated businesses;

If the property, or any part of it, is closed or damaged due to circumstances beyond our reasonable control;

The property is requested to cancel the Booking by any government or other authority; or If the Hotel cancels your Booking, a full refund of any monies paid in respect of the Booking will be given, either refunded to the card used to pay any pre-payment or issued in the form of a cheque or BACS payment, issued through our head office.

A card refund may take up to 72 hours, though your bank or card issuer may take longer to credit your account and You accept that We have no control over this timeframe. The value of the deposit returned will be the full extent of our liability owing to You.

### By You:

Cancellation by You will enable the Hotel to apply cancellation charges in line with the Terms associated with the Booking.

#### Liability:

We are responsible to You for foreseeable loss and damage caused by us. If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Booking was made, both We and You knew it might happen.

We do not exclude or limit in any way our liability to You where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, contractors, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to your Booking.

We are not liable for business losses. We will not be liable to You whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any business-related losses, including without limitation loss of income, sales or revenue; loss of business; business interruption; loss of profits or contracts; loss of anticipated savings; loss of data; loss of reputation and/or goodwill; or wasted management or office time.

We are not liable for events outside our reasonable control. If You suffer loss or damage as a result of events that are outside of our reasonable control, We will not be liable to you.

Where We are liable to our maximum liability to You whether in contract, tort (including negligence) or for breach of statutory duty, our liability shall in no event exceed the amount paid by You to the Hotel in respect of your Booking, unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

Nothing in this agreement affects your statutory rights.

The liability for guests for their account is not waived and You agree to be held personally liable for any charges incurred during your stay.

In the event of a Booking for more than 8 rooms (a group Booking) the lead or registered guest (the lead guest) providing credit/debit card details is personally liable for any person, group, company, or association that fails to pay all or part of such charges.

#### Other:

We reserve the right to amend tariffs throughout our premises, to make changes to our property, our business and its environs without the prior consent of our customers.

In order to protect all guests and staff, We reserve the right to evacuate the premises in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not. In any such event, We do not accept any liability for any inconvenience caused.

We may transfer our rights and obligations under these Terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect your rights under the booking contract. It is probable that communication of such a change will be sent by e-mail to the e-mail address we have attached your Booking.

Changes can occur at any time and We respectfully advise that it is your responsibility to ensure that any insurance cover You have provides adequate cover for your needs and for the duration of your stay.

#### Force Majeure:

If We are prevented or hindered from carrying out our obligations hereunder by circumstances beyond our reasonable control including (without prejudice to the generality

the foregoing) government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war, then our liability to You shall be no greater than the amount paid by You to the Hotel in respect of the accommodation tariff booked. If for any reason beyond our reasonable control, the accommodation reserved cannot be made available to You, We reserve the right to substitute similar or comparable accommodation and such a substitution shall be accepted by You as satisfactory performance by us of our obligations hereunder to provide the accommodation so reserved.

#### Variation

No amendments to the Terms and Conditions of this Contract shall be effective unless both parties have provided explicit written consent to the proposed changes.

# **Governing Law**

Agreement governed by English Law. English law shall govern this Contract in all respects.

(February 2025).