

## Paschoe House Country Hotel - Terms and Conditions

The following Terms and Conditions apply to all bookings made with us. We kindly ask that you take a moment to read them. In these Terms and Conditions, the following definitions apply:

- “Company” or “We” means Paschoe House LLP (registered company OC412573) of Paschoe House, Bow, Crediton, Devon EX17 6JT.
- “Booking” means the booking for accommodation, functions 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.
- “Hotel” means the premises for which your Booking is made.
- “Terms” means these terms and conditions.
- “Website” means [www.paschoehouse.co.uk](http://www.paschoehouse.co.uk).
- “VAT” means value added tax.

### Bookings

1. All Bookings at the Hotel are subject to these Terms. Please bear in mind that Private Events may have additional terms. At the time of booking or at check-in, we will take your credit/debit card details and in giving us this card, you will authorise the use of it 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. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

### Charges

2. Prices shall be charged in pounds sterling. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date. Price lists for additional items, such as restaurant meals and room service, are on display at relevant locations within the Hotel and are available on request.

### Check-in/Checkout Requirements

3. 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 which will be swiped in the presence of the card holder. If guests are travelling from outside the UK or Ireland, 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.

4. Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 3pm on the scheduled day of arrival.
5. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11.59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 5pm on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the Hotel of a late arrival.
6. On the day of departure, we kindly ask all guests to vacate their rooms by 12 noon (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. Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details, please contact us.

#### Payment

7. We accept the following methods of payment: -
  - Credit cards: MasterCard, Visa, Maestro.
  - Debit cards: Visa/Delta and Visa/Electron.
8. During your stay the Hotel's system will calculate the incidentals charged to your room on a daily basis. All outstanding charges must be paid for in full upon check-out from the Hotel. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

#### Booking Amendments

9. If your plans change, we will make reasonable efforts to accommodate your new plans but we cannot guarantee that all changes will be possible. Additional charges may be due if the change means that you are now subject to new pricing and/or we have incurred costs in accommodating the change.

#### Booking Cancellations

10. All cancellations must be made in writing.
11. Cancellation policy varies depending of the type of services being booked as set out in paragraphs §12 to §16 below.

#### Cancellation and No Shows – Regular Bookings

12. Save for those bookings for which paragraphs §13, §14, §15 and §16 apply, there will be no charge if the Booking is cancelled 7 days prior to 12noon on the arrival date. The refund will be made via the payment method used at the time of booking as soon as practical but within 14 days of receipt of the cancellation notice in any case. If the Booking is cancelled after that time, 1 nights stay prepayment will be held (or charged if no prepayment was made). No-show will result in the forfeiture of all the prepayment (or a full charge for the booking if no prepayment was made).

#### Cancellation and No Shows - Bespoke Packages / Discounted Package / Special Offer Bookings

13. This paragraph applies to special bespoke packages such as Open Sim Days, Valentines, Christmas and New Year's packages.

There will be no charge if the Booking is cancelled 40 days or more prior to 12noon of the date of arrival. The refund will be made via the payment method used at the time of booking as soon as practical but within 14 days of receipt of the notice in any case.

If the Booking is cancelled less than 40 days from arrival but more than 7 days from the 12noon of the day of arrival, we will refund the full cost of your package via a 1-year lifespan voucher. No cash refund is available.

If the booking is cancelled less than 7 days from arrival but more than 24 hours from 12noon of the day of arrival, then the value of the voucher will be reduced by the advertised cost of a 1 night stay in the room(s) originally booked.

Cancellations with less than 24 hours notice (from 12noon on the date of arrival) or no-shows will result in the forfeiture of all the prepayment.

14. Private events are subject to their own cancellation terms.

#### Cancellation and No Shows - Non-Resident Restaurant Bookings

15. Please be advised that all non-resident restaurant bookings are guaranteed with a credit or debit card. Please be as accurate as you can at the time of booking with regards to the number of guests to dine with us and their dietary requirements.

16. If you cancel or amend your booking within 24-hours of the date and time of the reservation then the following charges will apply; for casual lunch or dinner £10 per head; Cream Tea £5 per head; Full Afternoon Tea £10 per head; A La Carte £15 per head; Tasting Menu £18 per head.

#### Formalities

17. In booking with us, you accept responsibility for any loss or damage caused by you or any party member, charges for any such damage will be made. Consideration for other guests is expected and if in our reasonable opinion or the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause, danger, upset or distress to any third party, we are entitled without prior notice to terminate the booking of the person(s) concerned.

#### Changes or Cancellation by the Us

18. Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund via the payment method used at the time of booking, but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and relocate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel. Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room, 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.

#### Guarantee Policy

19. All bookings are confirmed upon receipt of debit/credit card details and will be taken as acceptance of our terms & conditions. Full payment is required at the time of departure.

#### Damage

20. We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

#### Accessibility

21. Dependent on your individual needs a selection of specifically designed rooms are available at our hotel. Please contact our reception on 01363 84244 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

#### Parking

22. There is ample car parking space in the forecourt and overflow parking space. 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).

#### Hotel Events

23. Please be aware that at certain times throughout the year our Hotel may host weddings, events and parties, where the House & Estate will be closed to the public.

#### Guest Behaviour

24. 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 Hotel, 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 Hotel, 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 Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case, we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

#### No Smoking Policy

25. Guests are not permitted to smoke inside the House; there is a designated area for smoking on the South Terrace.

#### Children

26. All children (a person under 12 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times. Children are permitted to dine in our Dining Room provided they can do so from an unaltered menu. If this is not possible, we can arrange an earlier high tea sitting in the Library Bar or Morning Room.

#### Extra Beds

27. We are delighted to provide cots for babies up to two years of age with our compliments. Extra rollaway beds are available at £65 per night for children and teenagers up to 16

years old. Extra rollaway beds for adults are available at £90 per night; please let us know upon booking.

#### Pets

28. Guests must advise us at the time of booking if they wish to bring a dog. We must be advised of the breed and general size of the dog. Any stains or damages caused by the pet must be paid for according to the cost of replacement or repair. All such payments must be made in full when the guest checks out. The pet must be kept on a leash when in public areas of the Hotel. Except for assistance dogs, pets are not allowed the Dining Room. Guests must immediately pick up and dispose of all deposits left by the pet in our bin to the right of the front porch.

#### Special Requests

29. Should you have any special requests such as dietary requirements or champagne upon arrival, please let us know upon booking and we will endeavour to meet your requirements.

#### Complimentary Services

30. Whilst staying with us, we will offer you a complimentary full English and Continental breakfast, complimentary Bamford toiletries and complimentary superfast fibre Wi-Fi.

#### Gift Voucher Terms and Conditions

31. Gift vouchers are valid only for the services stated, or for monetary amounts, in exchange for services of equivalent value. Gift vouchers are non-transferable; and they cannot be exchanged for cash. Delivery of services is subject to availability. There will be no change or credit given. Services must be pre-booked, and the original voucher/email surrendered prior to take up of the service. The unique code may only be redeemed once. Lost, stolen or destroyed gift vouchers will not be replaced or refunded. The voucher will not be redeemed after the expiry date. Cancellation within 24 hours of a booking renders voucher null and void.

#### Force Majeure

32. The Company 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.

#### Limitation of Liability

33. The Company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 (a copy of the notice under such Act is displayed in the reception of the Hotel) or any other applicable law. The Company 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 Company, its employees, contractor or agents or otherwise). The Company'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 Company's negligence or liability for fraud or fraudulent misrepresentation.

#### Governing Law and Jurisdiction

34. 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).

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