

Muncaster Estate LLP trading Pennington Leisure Group

Terms & Conditions

Confirmation of a booking by the Client is deemed acceptance of these terms. In these Terms & Conditions, "the Hotel" refers to Pennington Leisure Group Property

1. Prices

All published rates include VAT at the current rate. The Hotel reserves the right to alter prices for any reason up to the date of booking.

2. Availability

All rooms and rates offered by the Hotel are subject to availability and the management of the company. Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions, when these allocations are taken up, remaining available rooms may be offered at a higher price. The hotel also reserves the right in extreme circumstances to move a booking from one of their properties to another in the same group.

3. Bookings

Bookings must be guaranteed for the first night's accommodation by a major credit or debit card, by payment of a deposit or by agreement in writing with a company, travel agent or hotel booking agency forming a contract for group bookings at the discretion of the Hotel dependent within certain rates, full pre-payment may be required.

4. Arrival and departure

Bedrooms are usually available from 3.00pm local time on the day of arrival. Check out is by 11 am local time. Early Check ins and late check outs will be subject to charges and availability.

5. Cancellations, amendments and non-arrivals

Cancellations and amendments for bookings made directly and not via a third party agent must be cancelled directly by 12 noon, 48 hours prior to arrival to avoid charge. Any bookings made with an advance purchase rate are made on special discounted rates applicable to that booking only and are therefore non-refundable and non-transferable please contact the reservations office on 0845 450 6445. When the booking has been confirmed, a reservation number will be supplied. This should be retained for the booking in the event of the need for cancellation and/or amendment. In the event of non-arrival or cancellation after the allotted time any deposit paid is non-refundable and the agreed rate of the first night's stay will be charged. Normal terms of payment apply to these charges. The Hotel reserves the right to set-off the amount payable for such cancellation against the Client's credit card without prior notice or approval of the Client where applicable. Any packages or special offers and or late booking deals are non-refundable and non-transferable. Full payment will be charged to the client's credit/debit card without prior notice or further approval.

If the Hotel cancels before 48 hours prior to the scheduled day of arrival, the Hotel's liability to the Client will be no greater than the amount paid by the client in respect of any booking. If the Hotel cancels within 24 hours of the time of arrival, the Hotel's liability will be limited to the charge for one night's accommodation. Where possible the Hotel may but is not obliged nor will it be liable to find alternative accommodation for the Client in the event that the Hotel is unable to accommodate

5b Cancellations or alterations via third party websites are the responsibility of the client and the hotel is not responsible for this - any no shows, cancellations or amendments will be charged according to the terms and conditions of the third party website. Advance Purchase bookings via third party websites are non-refundable and non-transferable as per normal terms and conditions

6. Payment

Settlement of the accommodation charge must be made in full less any advance payment on arrival at the Hotel. The Hotel reserves the right to request pre-authorization of the Client's credit or debit card where payment is made in cash. All major credit and debit cards are accepted. Cheques are not available for payment on the day and can only be accepted up to 10 days prior to arrival. BACS payment is available and hotel bank details are available Please contact the Hotel prior to arrival. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by the Hotel of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals. All sums are due for payment on immediate presentation of the invoice unless terms have been agreed.

7. Smoking

In line with UK legislation, Pennington Leisure Group operates a strict NO SMOKING policy within all of their properties in all interior areas of the hotel, including guest bedrooms, public areas and corridors. Should any

resident guests not comply with our NO SMOKING policy, an automatic charge will be added to their bill to cover the cost of cleaning up to £150.00

8. Accessible guest rooms

Some of our properties offer modified facilities for use by disabled guests in bedrooms and public areas as needs and requirements vary, we would advise guests contact to discuss requirements on the reservations number 0845 4506445 prior to arrival and or booking. No hoists are available.

9. Car parking

All vehicles parked at a Pennington Leisure Group Hotel or Muncaster Castle Coachman's Quarters properties are done so at the owners own risk – Pennington Leisure Group take no responsibility for vehicles parked or for personal belongings.

10. Children

Children aged 16 years and under must be accompanied by a responsible adult. Rooms cannot be booked to anyone under the age of 16 and we reserve the right to refuse accommodation.

11. Restaurant Bookings

It is always advisable to reserve a table in our restaurant which would avoid disappointment. Please call 0845 450 6445. We can take bookings on arrival but cannot guarantee timings.

12. Pet Friendly Policy

Dogs are allowed in some of our bedrooms in each hotel. Pets are allowed in the holiday cottage accommodation. Please do not allow your pets on the beds or other furniture. We reserve the right to charge guests for additional cleaning required at cost where this has not been adhered to or where a more than reasonable level of mess has been made. With the exception of guide dogs, pets are not allowed in our restaurants but are welcome in bar areas. For more information or to discuss your requirements, please contact the hotels directly –There is a charge per night per dog per stay which will be made or added to accommodation bills. Rate will be confirmed at the time of your booking.

13. General Behaviour

The Hotel reserves the right to judge acceptable levels of noise or behaviour of Clients, guests or representatives, who must take all steps for corrective action as requested by the Hotel. In the event of failure to comply with management requests, the Hotel may terminate the booking or stop any event immediately without being liable for any refund or compensation.

14. Discrimination

It is the policy of the hotel not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, ethnic origin or disability. Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the Hotel may, without incurring any liability to the Client, remove from the Hotel any person or persons offending against this policy.

15. Comments and complaints

Any comment or complaint regarding the stay should be made at the time to the responsible person who will endeavor to resolve the issue immediately and take any necessary action. Making complaints post stay where no effort was made to inform the hotel of any issues at the time and give them the opportunity to amend would not receive refund or compensation.

16. Statutory requirements

The Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

17. Weddings, Events, Functions and Group Bookings and Hires will be covered under separate terms and conditions due to the complex nature of the bookings.

18. Liability

Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Client is limited to the price of the booking.

Unless the Hotel is liable under the above clause, the Client indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

The Hotel does not accept responsibility whatsoever for damage to, or theft from, or theft of, vehicles parked on the hotel premises.

We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act, omission, default or neglect of the Clients, their guests or sub-contractors to the hotel's property

or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to guest's credit / debit card, or send an invoice for the amount required to make good or remedy any such damage, to the registered address. We will however make every effort to keep any costs that the guest would incur to a minimum. In extreme cases and non-payment, the company reserves the right to prosecute to recoup losses and costs.

18b. Third Party Liability: The Hotel does not accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by The Hotel. Any claim, demand, charge, suit or damages which may be incurred by the Clients or their guest (or any person claiming thereunder) shall be made directly with such third parties and The Hotel shall render all reasonable assistance in this regard. The Hotel also complies with the Hotel Proprietors Act 1956.

19. Insurance

The client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

20. Data protection

The information provided by the Client will be processed in line with the privacy policy below. By confirming a booking or enquiry, the Client consents to this processing

of the information. The Hotel respects the privacy of every individual who visits our website. The data collected about you will be used to firstly fulfil any service you might request e.g. to request a brochure, make a booking etc and secondly to improve how, as a company, we serve you.

We will under no circumstances give your personal data to third parties. However, unless you specifically ask us not to (and this option is always given) we will use your data to send you further information from The Hotel. Any e-mail sent to you will always provide you with the option to unsubscribe. This is in accordance with UK Data Protection Legislation.

When making a booking, your credit card or billing account details are only retained for the purpose of handling that individual transaction.

In order to process a booking or enquiry, your Personal Information and payment details may be passed to third party service providers and, where we are lawfully requested to do so, regulatory authorities. Such third party service providers will have access to the Personal Information needed to perform the relevant service. They may not, however, use your Personal Information for any other purposes and are required to process your Personal Information in accordance with the Data Protection Act 1998.

For your protection we are registered under the Data Protection Act 1998 and have given all appropriate notifications to the Information Commissioner.

21. Dispute

These terms will be construed in accordance with English law and the Hotel and Client submit to the nonexclusive jurisdiction of the English courts.

22. Holiday Cottage Terms and Conditions – “Conditions of Hire”

The person who books the Property (“the Hirer”) and the other people who are staying at the Property (“the members of the party”) shall take all good care of the Property and any and all of its contents, fixtures and fittings and ensure that it, and they, are left clean and tidy.

23. All loss and/or damage to the Property and/or to any and all of its contents, fixtures and fittings shall be the responsibility of the Hirer and the members of the party, who shall jointly and severally be liable therefore. Please report damage before departure. Any damage/losses not reported will be invoiced to the Hirer within 28 days of departure and will include an administration charge of £25.00. Note that we do not normally charge for minor breakages (e.g. glassware, crockery) provided that these have been reported.

24. The period of hire (“the period of hire”) is from 4.00pm on the arrival date to 10.00am on the departure date.

25. A deposit of one fifth (20%) (“The Deposit”) of the total price of the holiday (“the total price”) is payable on booking. The balance (80%) of the total price (“the Balance”) is due 8 weeks before the first day of the start of the holiday. Where a booking is made less than 8 weeks before the start day of the holiday, 100% of the total price is payable when booking. The deposit is non-refundable. Without prejudice to that and at the owner’s discretion, the deposit or part of deposit may be returned if the same period is subsequently booked by another party.

26. Upon receipt and acceptance by the owners of the Booking Form completed by the Hirer (“the Booking Form”) and upon receipt of the Deposit, the Hirer is liable for the Balance and a ‘Confirmation of Booking Form’ will be sent to the Hirer.

27. The Property is offered only on the condition that no more people (other than the total booked on the Booking Form and at time of the booking) and no more than twenty (20) people shall be in occupation at any time during the period of hire (when booking Newtown and Knott View together), except by prior

written consent of the owners.

28. If for any reason beyond the owner's control, the Property is not available, or has been rendered unsuitable for the holiday letting (e.g. by fire damage or some system fault) on the arrival date, all rent and charges paid by the Hirer will be refunded in full and there shall be no further claim against and/or liability of the owners.

29. No liability is accepted for any loss, damage or injury howsoever caused which may be sustained during the holiday to the Hirer or any member of the party, or any car or its contents, or any possession of the Hirer or of any member of the party.

30. Pets are permitted on the understanding that no sign of the pet is evident in the Property or grounds on departure and no nuisance or annoyance is caused to neighbours. Pets are not allowed upstairs.

31. If there should be any cause for complaint, or accidental damage, this must be reported to the owners immediately. It is too late to report it after the holiday. While we will do everything reasonably within our power to effect speedy repairs to the Property and/or any furnishings or equipment or facility that may be faulty or fail during your holiday, no guarantees are given and no refunds will be made should any fault, failure or breakdown occur and not be immediately rectifiable or rectified.

32. Linen is provided for all beds. The Property is equipped with sufficient crockery, cutlery, kitchen equipment, furniture, beds and linen for the standard number of people indicated. All food, dishwasher and washing machine powders should be brought by the Hirer.

33. Any dispute relating to, or arising out of, or in connection with these Conditions of Hire shall be governed by English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

34. These Conditions of Hire shall apply to any booking made in respect of the property whether by correspondence, telephone or via the internet.

35. Website information

We cannot accept responsibility for any errors or omissions and reserves the right to cancel, amend or vary the details featured in this website without notice. The information contained in this website is provided in good faith. The use of any information from this website is entirely at the risk of the user. Pennington Hotels and/or Muncaster Castle shall not be liable for any costs, losses, expenses or damages (whether direct or indirect, special, economic or financial) that may be incurred through the use of any information contained in this website or in any other website linked to this website.

36. Copyright

The content of each page of the website is the property of Muncaster Estate LLP trading as Pennington Leisure Group and Muncaster Castle. This includes the trading names – Pennington Hotel, Sella Park Country House Hotel, Inn at Ravenglass, Muncaster Coachmans Quarters and Muncaster Holiday Houses.

part of our website may be reproduced, displayed or republished in any form without prior consent, except that permission is granted to a user to print or photocopy individual pages from our website, provided that this is for personal use only.

37. Web Site Security

Booking online through our website is safe. Security of our website is paramount and we have invested a great deal of time and money to ensure you can have the peace of mind that your details are secure. Our online reservation system uses up to date security software.

Privacy Statement

Last updated May 2018

Who are we?

We are the Muncaster Estate family of companies and we are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with UK Data Protection legislation including GDPR), and we can be contacted at dataprotection@muncaster.co.uk

Our privacy principles are:

- We respect your personal data.
- We will store it securely.

- We will never share it with anyone else.
- We will delete it when you ask us to.
- We will not transfer your personal data outside of the European Economic Area without your consent.
- We will always comply with applicable UK Data Protection legislation including GDPR when dealing with your personal data. Further details on Data Protection can be found at the website for the Information Commissioner (www.ico.gov.uk).

How We Use Personal Information

- We collect information about you for specific purposes:
 - To process orders or enquiries from you
- To provide news and information to you
- To provide you with the best possible service
- To better understand our customers with the aim also of improving our service to you.

By subscribing to communications from us (e.g. by subscribing to our newsletter on the website or by indicating that we may contact you when purchasing from us online or when entering a competition) you may receive occasional mailshots with news or regarding special offers and new products that may be of interest to you. You will also be advised when an order was placed. You may unsubscribe from this contact by emailing us at [dataprotection\[at\]muncaster.co.uk](mailto:dataprotection[at]muncaster.co.uk) or writing to us at *Data Protection, Muncaster Castle, Ravenglass, Cumbria. CA18 1RQ* or using 'Unsubscribe' on the mailshots.

The type of information we will collect about you includes:

- name
- address
- phone number
- email address

Online payments are via external secure services and are independent from our website. Please check the payment service's privacy policy and terms for detailed information.

The data we hold will be accurate and up to date, to the best of our endeavours. You can check the information that we hold about you by emailing us at dataprotection@muncaster.co.uk. If you find any inaccuracies we will delete or correct it.

The personal information that we hold will be held securely in accordance with our internal security policy UK Data Protection legislation including GDPR.

We will not share your information with any 3rd party outside the Muncaster group of companies.

We may use technology to track the patterns of behaviour of visitors to our website or order processing. This can include using technologies such as "**cookies**" which would be stored on your browser. You can usually modify your settings to prevent cookies etc, although this may impair your online experience. The information collected in this way can be used to identify you to some extent unless you modify your browser settings.

If you have any questions about this policy or how Muncaster Castle processes your personal information, please contact us by email dataprotection@muncaster.co.uk or by post to *Data Protection, Muncaster Castle, Ravenglass, Cumbria, CA18 1RQ* marked 'WRT Privacy Policy'.