MUNCASTER ACCOMMODATION

Terms & Conditions

These Terms & Conditions apply to accommodation bookings made with **Muncaster Estate LLP** for Muncaster Accommodation, including:

- self-catering ensuite rooms with shared kitchen facilities in The Coachman's Quarters and Castle;
- bell tent glamping accommodation; and
- self-catering holiday homes.

Please read these Terms & Conditions carefully before making a booking. By making a booking, the person making the reservation confirms that they accept these Terms & Conditions on behalf of themselves and all members of their party.

When booking Accommodation within the castle itself, further terms and conditions apply.

Muncaster Estate LLP
Muncaster Castle, Ravenglass, Cumbria, CA18 1RQ
Company Number: OC426900
VAT Number: 321 1073 63

1. Definitions

For the purposes of these Terms & Conditions:

"Muncaster", "we", "us" or "our" means Muncaster Estate LLP.

"Guest", "you" or "your" means the person making the booking and all persons included within or occupying the accommodation under that booking.

"Lead Guest" means the person who makes the booking and is responsible for it.

"Accommodation" means the room, bell tent, holiday home or other accommodation specified in your Booking Confirmation.

"Booking Confirmation" means the confirmation issued by us by email or other written means confirming your booking, dates, accommodation type, price and applicable rate conditions.

"Stay" means the period from the agreed check-in date until the agreed check-out date.

2. Making a Booking

2.1 A booking is confirmed once we have issued a Booking Confirmation and any payment required at the time of booking has been successfully received.

2.2 The Lead Guest must be aged **18 or over** and have the authority to make the booking on behalf of everyone included within it. Those aged 16 or under must be accompanied by a responsible adult.

2.3 The Lead Guest is responsible for:

- ensuring that the information supplied when booking is accurate;
- making all members of the party aware of these Terms & Conditions;
- ensuring that all guests comply with these Terms & Conditions; and
- paying any outstanding sums or charges relating to the booking.

2.4 Please check your Booking Confirmation carefully and contact us as soon as possible if any information is incorrect.

2.5 Accommodation may not be resold, transferred or advertised for resale without our prior written agreement.

2.6 Bookings are for holiday or temporary accommodation only and do not create a tenancy or other right to occupy the property beyond the booked Stay.

3. Prices and Payment

3.1 The price payable is the price shown at the time of booking and confirmed in your Booking Confirmation.

3.2 Prices include VAT where applicable unless otherwise stated.

3.3 The payment and cancellation conditions applying to your booking will depend upon the **rate or offer selected at the time of booking**.

These may include, for example:

Flexible / Best Available Rate (BAR) – allowing cancellation or amendment within the period specified when booking.

Advance Purchase Rate (APR) – offered at a reduced rate in return for more restrictive payment, amendment and cancellation conditions.

3.4 Any special payment or cancellation conditions shown when you book and included in your Booking Confirmation form part of these Terms & Conditions.

3.5 Where a balance is payable before arrival, the payment date will be shown in your Booking Confirmation.

3.6 We reserve the right to cancel a booking where payment has not been received by the required date. We will make reasonable attempts to contact the Lead Guest before doing so.

3.7 All payments must be made in pounds sterling (GBP).

3.8 Any optional extras or additional services purchased during your Stay must be paid for as advised.

4. Changes to Your Booking

4.1 If you wish to change the dates, accommodation type, number of guests or other details of your booking, please contact us as soon as possible.

4.2 Changes are subject to availability and to the conditions of the rate originally booked.

4.3 A change in dates or accommodation may result in a change to the price.

4.4 Where the new booking is more expensive, the difference will be payable.

4.5 Where a booking has been made under a promotional, Advance Purchase or other restricted rate, amendments may not be permitted.

4.6 Reducing the length of a Stay after the applicable cancellation deadline may be treated as a partial cancellation and may result in a cancellation charge.

5. Cancellation by You

5.1 If you need to cancel your booking, please notify us as soon as possible.

5.2 Cancellations should be made using the method detailed in your Booking Confirmation or by contacting Muncaster directly.

5.3 The cancellation policy applying to your booking will be displayed at the time of booking and confirmed in your Booking Confirmation.

5.4 Depending upon the rate booked, this may include a period during which you can cancel without charge followed by cancellation charges closer to your arrival date.

5.5 Where a cancellation charge applies, it will be intended to reflect the reasonable loss incurred by Muncaster as a result of the cancellation.

5.6 Where we are able to re-sell the cancelled accommodation, or otherwise reduce our loss, this may be taken into account when determining any cancellation charge or refund due.

5.7 Any booking fee or genuinely non-refundable payment identified when you booked will be dealt with in accordance with the conditions stated at the time of booking and applicable consumer law.

5.8 We strongly recommend that guests have suitable travel insurance to cover cancellation due to illness, travel disruption, adverse weather or other unforeseen circumstances.

5.9 If booked via a third party booking agent, cancellations and changes must be made in accordance with their terms and conditions.

6. No-Shows and Early Departure

6.1 If you do not arrive for your booking and have not contacted us, the booking may be treated as a cancellation.

6.2 Charges for a no-show will be determined in accordance with the cancellation conditions applying to the rate booked.

6.3 If you decide to leave before the booked departure date, no automatic refund is due for unused nights. Any refund will depend upon the circumstances, applicable rate conditions and our ability to re-sell the accommodation.

7. Cancellation or Changes by Muncaster

7.1 Very occasionally, circumstances may require us to change or cancel a booking.

7.2 If we are unable to provide the accommodation booked, we will where reasonably possible offer:

- suitable alternative accommodation;
- alternative dates; or
- a refund of payments made for accommodation that we are unable to provide.

7.3 We may make reasonable changes to accommodation, facilities or services where required for maintenance, health and safety, operational reasons or circumstances beyond our reasonable control.

7.4 Where a change is significant and materially affects your Stay, we will contact you as soon as reasonably possible.

7.5 Nothing in these Terms & Conditions affects your statutory rights where accommodation or services are not provided with reasonable care and skill or are materially different from those agreed.

7.6 Except where required by law, Muncaster will not be responsible for any additional costs or losses incurred by the Guest as a result of a cancellation or change, including travel costs, alternative accommodation or other associated expenses.

8. Arrival and Departure

8.1 Check-in and check-out times will be stated in your Booking Confirmation or pre-arrival information.

8.2 Guests should not enter or occupy accommodation before the stated check-in time unless we have agreed an earlier arrival.

8.3 Accommodation must be vacated by the stated check-out time on the day of departure unless a later departure has been agreed.

8.4 Late departure may result in an additional charge where it prevents or delays preparation of the accommodation for incoming guests.

8.5 Check-in arrangements vary between our accommodation types. Instructions regarding keys, access codes or collection arrangements will be provided before arrival where appropriate.

8.6 Keys and access devices must be returned or left in accordance with the departure instructions provided.

8.7 Guests may be charged the reasonable cost of replacing lost keys, access devices or locks where necessary.

9. Occupancy

9.1 The number of guests occupying the accommodation must not exceed the maximum occupancy stated when booking.

9.2 Only guests included within the booking may stay overnight unless prior permission has been obtained from Muncaster.

9.3 Babies and children count towards occupancy where stated within the individual accommodation description or where required for fire safety or capacity purposes.

9.4 We reserve the right to refuse access to additional guests where this would exceed the permitted occupancy or create a health and safety issue.

9.5 The accommodation must not be used for parties, organised events, commercial activities, filming or other purposes beyond ordinary holiday accommodation without our prior written permission.

10. Self-Catering Ensuite Rooms and Shared Kitchens

10.1 Guests booking our self-catering ensuite rooms in The Coachman's Quarters have exclusive use of their booked bedroom and ensuite facilities but share designated kitchen and other communal facilities with other guests.

10.2 Guests must respect other users of shared areas and keep communal facilities reasonably clean and tidy after use.

10.3 Food and personal belongings should be stored only in designated areas.

10.4 Guests are responsible for correctly storing and preparing their own food.

10.5 Unless expressly stated otherwise, food and drink left by another guest should not be used.

10.6 Cooking equipment must not be left unattended while in use.

10.7 Guests must ensure ovens, hobs and other cooking appliances are switched off after use.

10.8 Shared kitchens must not be used in a manner which causes unreasonable disturbance, excessive smoke, damage or risk to other guests.

10.9 We cannot guarantee that shared kitchens or communal spaces will be free from allergens. Guests with allergies are responsible for taking appropriate precautions when using shared facilities.

10.10 Guests should be considerate of others when returning to or using shared accommodation, particularly during the evening and overnight.

10.11 Smoking and vaping are not permitted in any inside areas.

11. Bell Tent Glamping

11.1 Bell tent accommodation is an outdoor glamping experience and differs from conventional hotel or holiday home accommodation.

11.2 By booking a bell tent, guests acknowledge that they may experience:

- changing temperatures;
- wind and rain;
- insects and wildlife;
- natural outdoor noise;
- uneven or wet ground;
- condensation; and
- other conditions normally associated with camping and outdoor accommodation.

11.3 Suitable clothing, footwear and personal equipment should be brought for the forecast conditions.

11.4 Weather conditions alone do not normally entitle a guest to cancel without charge unless the accommodation is unsafe or unavailable and we are unable to provide the Stay.

11.5 Guests must follow any safety instructions provided in relation to fires, cooking equipment, heating equipment, lighting or other glamping facilities.

11.6 No naked flames, candles, camping stoves, portable heaters or other cooking or heating equipment may be used inside or immediately beside a bell tent unless expressly supplied or authorised by Muncaster.

11.7 Smoking and vaping are not permitted inside bell tents.

11.8 Guests must supervise children appropriately around the glamping site and surrounding estate.

11.9 In severe weather or where there is a genuine safety concern, we may need to close or relocate glamping accommodation. Where this prevents us from providing your booked Stay, we will contact you regarding the available options.

12. Holiday Homes

12.1 Holiday homes are provided for self-catering holiday accommodation.

12.2 Guests should leave the property in a reasonably clean and tidy condition, including:

- placing rubbish in the appropriate bins;
- washing or loading used crockery and kitchen equipment as instructed;
- removing personal food and belongings; and
- following any departure instructions provided.

12.3 Normal cleaning following a holiday stay is included unless otherwise stated.

12.4 We reserve the right to charge reasonable additional cleaning costs where accommodation has been left in an excessively dirty condition or requires specialist cleaning beyond that reasonably expected following normal use.

12.5 Furniture, furnishings and equipment should not be removed from the property or moved outdoors without permission.

12.6 Guests must not interfere with electrical, heating, plumbing, internet, security, fire safety or other systems within the property.

13. Care of the Accommodation

13.1 Please treat the accommodation, contents, shared facilities and wider Muncaster Estate with care.

13.2 The Lead Guest is responsible for reporting significant damage, breakages or defects as soon as reasonably possible.

13.3 Guests will not normally be charged for reasonable wear and tear or minor accidental breakages arising from normal use.

13.4 We reserve the right to recover the reasonable cost of repairing or replacing property damaged or lost through deliberate action, negligence or misuse by a guest or member of their party.

13.5 Where additional cleaning, repair or replacement is required, we will charge only reasonable costs reflecting the loss or expense incurred.

13.6 Where possible, guests will be informed of charges and provided with an explanation.

13.7 For our holiday home accommodation (Newtown House & Knott View) a compulsory £200 security deposit will be added to bookings. This will be refunded in full within 24 hours of check-out, subject to a satisfactory inspection of the property, with no damage, missing items or additional cleaning required beyond normal use.

Where a charge is required, we will only charge the reasonable cost of repairing or replacing damaged or missing items, additional cleaning beyond normal use, lost keys or other losses caused by the guest or their party.

Reasonable wear and tear and normal cleaning following a stay will not be charged.

Where possible, we will contact the Lead Guest with details of any charge.

14. Problems During Your Stay

14.1 If you discover a problem with your accommodation, please tell us as soon as reasonably possible during your Stay.

14.2 Reporting an issue promptly gives us the opportunity to investigate and, where possible, resolve it. Failure to report an issue that could reasonably have been resolved during your stay may affect your eligibility for a refund or compensation requested after departure.

14.3 We will make reasonable efforts to rectify faults within our control.

14.4 Failure of a non-essential facility will not automatically entitle a guest to a full refund, although an appropriate remedy may be offered depending upon the circumstances and the effect on the Stay.

15. Utilities, Wi-Fi and Services

15.1 We aim to ensure that utilities and facilities described as part of the accommodation are available throughout your Stay.

15.2 From time to time, services such as electricity, water, heating, television, internet, or mobile coverage may be interrupted for reasons outside our reasonable control.

15.3 Wi-Fi speeds and availability may vary, particularly due to the rural location of Muncaster, network demand or third-party service interruptions.

15.4 Unless specifically agreed otherwise, accommodation Wi-Fi is provided for normal personal use and we cannot guarantee that it will be suitable for uninterrupted remote working, streaming or other high-bandwidth use.

15.5 Guests must not use our internet connection for unlawful purposes.

16. Behaviour and Consideration for Others

16.1 Guests are expected to behave responsibly and with consideration for other guests, visitors, staff, local residents and the Muncaster Estate.

16.2 Excessive noise, threatening or abusive behaviour, illegal activity, deliberate damage or conduct which creates a danger or serious disturbance will not be tolerated.

16.3 We reserve the right to require a guest to leave where their behaviour presents a genuine risk to people or property or causes serious or persistent disturbance.

16.4 Where a Stay is terminated because of serious misconduct or a significant breach of these Terms & Conditions, no refund will normally be due for accommodation already used. Any charge relating to the remaining Stay will be considered reasonably and in light of any loss actually incurred.

16.5 Children must be appropriately supervised by a responsible adult at all times.

17. Smoking and Vaping

17.1 Smoking and vaping are not permitted inside any Muncaster accommodation or shared indoor facilities.

17.2 Guests must use designated or appropriate outdoor areas and dispose of smoking materials safely.

17.3 Where smoking or vaping inside accommodation results in specialist cleaning, damage or an inability to re-let the accommodation, we reserve the right to recover the reasonable costs and losses incurred.

18. Fire Safety

18.1 Guests must familiarise themselves with the fire safety information provided within their accommodation.

18.2 Fire exits, escape routes and firefighting equipment must not be obstructed, moved, disabled or misused.

18.3 Smoke alarms, heat detectors and other safety equipment must not be covered, disconnected or tampered with.

18.4 Portable cooking equipment, candles or other naked flames must not be used within accommodation except where expressly provided or authorised by Muncaster.

18.5 Guests must comply with any additional fire safety instructions applying to bell tents or shared accommodation.

19. Pets

19.1 Pets are permitted only in accommodation specifically identified as pet-friendly and where they have been included in the booking.

19.2 Any applicable pet charge will be shown when booking.

19.3 Guests remain responsible for their pets at all times.

19.4 Pets must not cause unreasonable disturbance, nuisance, damage or risk to other guests, staff, livestock or wildlife.

19.5 Pets must be kept under appropriate control around the Estate and on leads where requested.

19.6 Guests must clean up after their pets.

19.7 Pets must not be left unattended in accommodation.

19.8 Assistance dogs are welcomed in accordance with applicable law and should be discussed with us where any specific arrangements are required.

20. Accessibility and Additional Requirements

20.1 Our accommodation is situated within a historic and rural estate and accessibility varies between properties and accommodation types.

20.2 Guests with specific accessibility requirements are encouraged to contact us before booking so that we can provide information about the accommodation and discuss reasonable adjustments where appropriate.

20.3 We will make reasonable efforts to meet requirements notified to us but cannot guarantee facilities which have not been confirmed as available.

21. Parking, Vehicles and Personal Property

21.1 Vehicles are parked at the owner's risk.

21.2 Guests must park only in designated or authorised areas and follow any traffic or parking instructions on the Estate.

21.3 We are not responsible for loss of or damage to vehicles or property left in vehicles except where caused by our negligence or where liability cannot legally be excluded.

21.4 Personal belongings remain the responsibility of guests.

21.5 Lost property will be handled in accordance with our lost property procedures and may be disposed of after a reasonable period if unclaimed.

21.6 Reasonable postage or courier costs may be charged for returning lost property.

22. The Muncaster Estate

22.1 Guests must respect the historic buildings, gardens, landscape, wildlife and other features of the Muncaster Estate.

22.2 Some areas of the Estate may be closed or restricted from time to time for operational, conservation, maintenance, safety, event or private purposes.

22.3 Staying in Muncaster Accommodation does not automatically include access to attractions, events, activities or areas of the Estate unless this is specifically included within the booking.

22.4 Where attraction admission or another benefit is included as part of an accommodation package, the details and any applicable restrictions will be stated within the package description or Booking Confirmation.

23. Wildlife and Rural Location

23.1 Muncaster is a rural estate and guests may encounter wildlife, insects, livestock, mud, uneven surfaces, falling leaves, branches and other natural features.

23.2 Guests should take reasonable care when moving around the Estate, particularly after dark or during poor weather.

23.3 Appropriate footwear and clothing are recommended.

24. Events and Estate Activity

24.1 Muncaster hosts events, weddings, festivals, visitor activities and other functions throughout the year.

24.2 Where an event is taking place during your Stay, there may occasionally be increased activity or noise within parts of the Estate.

24.3 Where we reasonably expect an event to have a significant effect on your accommodation, we will endeavour to make this clear at the time of booking or before your arrival.

25. Force Majeure and Circumstances Beyond Our Control

25.1 We will not be responsible for failing to provide a service where this results from circumstances genuinely beyond our reasonable control, such as:

- severe weather;
- flooding, storm or fire;
- failure of public utilities or transport infrastructure;
- government restrictions;
- public health emergencies;

- major security incidents; or
- other comparable events which could not reasonably have been avoided.

25.2 Where such circumstances affect your booking, we will take reasonable steps to minimise disruption and will contact you regarding the available options.

25.3 Nothing in this section removes any refund or other rights which you may have under applicable consumer law where we are unable to provide the contracted accommodation.

26. Our Responsibility to You

26.1 We are responsible for providing the accommodation and services described in your booking with reasonable care and skill.

26.2 Nothing in these Terms & Conditions excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by our negligence or fraud.

26.3 We are not responsible for losses which could not reasonably have been foreseen when the booking was made or which result from circumstances for which we are not legally responsible.

26.4 Where a booking is made by a consumer for a holiday or personal Stay, nothing in these Terms & Conditions affects your statutory consumer rights.

26.5 Where accommodation is booked wholly for business purposes, we will not be liable for loss of business, revenue, profit, contracts or other indirect commercial loss except where liability cannot lawfully be excluded.

27. Your Responsibility

27.1 Guests are responsible for their own actions and for taking reasonable care for their personal safety.

27.2 Guests must follow reasonable instructions given by Muncaster staff relating to safety, security or operation of the accommodation.

27.3 The Lead Guest is responsible for the conduct of children and other members of their party.

28. Complaints

28.1 If something is not right during your Stay, please tell a member of the Muncaster team as soon as possible so that we have an opportunity to resolve the issue.

28.2 If the matter cannot be resolved during your Stay, please contact us in writing after departure, providing:

- your booking reference;
- the dates of your Stay;
- details of the issue; and

- any relevant supporting information.

28.3 We will investigate complaints fairly and respond within a reasonable period.

29. Privacy

29.1 Personal information supplied in connection with your booking will be processed in accordance with our Privacy Policy and applicable data protection legislation.

29.2 We may contact you where reasonably necessary in connection with your booking, including to provide confirmation, payment information, arrival instructions, safety information or important changes affecting your Stay.

29.3 Marketing communications will be sent only in accordance with applicable data protection and electronic marketing requirements.

30. General

30.1 If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply.

30.2 A failure by Muncaster to enforce a provision on one occasion does not prevent us from enforcing it subsequently.

30.3 These Terms & Conditions, together with your Booking Confirmation and any specific rate or offer conditions disclosed when booking, form the agreement between you and Muncaster in relation to your accommodation booking.

30.4 If there is a conflict between these general Terms & Conditions and a specific condition clearly disclosed for the rate or package you booked, the specific booking condition will apply to that issue, subject always to applicable law.

30.5 No person who is not a party to the booking has any right to enforce these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.

31. Governing Law

31.1 These Terms & Conditions are governed by the laws of England and Wales.

31.2 If you are a consumer resident elsewhere in the United Kingdom, you retain any rights relating to jurisdiction provided to you by applicable consumer law.

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