

## ACCOMMODATION TERMS AND CONDITIONS

These Terms and Conditions relate to the use of Accommodation and or Services provided as per the booking confirmed in writing between the Parties.

### 1. DEFINITIONS

- 1.1 'The Company': Fine Manor Events Ltd T/a Lemore Manor
- 1.2 Any reference to either 'us', the owners or 'we' refers to the Company.
- 1.3 Any reference to 'you' or 'your' refers to the person/s making the booking and their Party.
- 1.4 'The Client': means the person/s making the booking.
- 1.5 'Party': is any person who was invited and or joins the party at the invitation of the Client.
- 1.6 'Accommodation': refers to the grounds, all and any room and or buildings used in the ownership and or control of the Company.
- 1.7 Any reference to the property refers to the Accommodation.
- 1.8 'Services': refers to services provided by the Company as set out in the Booking Forms.
- 1.9 'Booking Forms': refers to all correspondences between the Client and the Company concerning the booking of Accommodation and/or Services including the Confirmation Booking Letter.
- 1.10 'Confirmation Booking Letter': refers to the form that creates the contract for use of the Accommodation and/or Services.

### 2. YOUR BOOKING

- 2.1 You must be at least 21 years of age when you book your Accommodation/Service.
- 2.2 Upon you receiving your written Confirmation Booking Letter, which is subject to these Terms and Conditions, you will be entering into a contract with the Company.
- 2.3 Any disputes or queries will be between the Client and the Company.
- 2.4 The Client will assume responsibility for the whole Party and the compliance with these rules of all Party members.

### 3. CONFIRMATION OF ACCEPTANCE

- 3.1 A confirmed booking will be made upon the Client's verbal or written instructions with required dates, or receipt of payment.
- 3.2 A Confirmation Booking Letter in respect of that booking will then be forwarded by post. Any error in these details should be notified to us within 3 working days of receipt.
- 3.3 Any balance of charges not received by us on or before the due date will be treated as a cancellation of the contract by the Client.

### 4. OCCUPANCY

- 4.1 The names and number of people occupying the Accommodation must be notified to the Company at the time of booking and must not exceed the number stipulated by the owners.
- 4.2 In the event that we discover evidence that more people have occupied the Accommodation without prior consent from the owners or damage is being caused to the building and or any of the fixtures and or fittings; we reserve the right to:-
  - 4.2.1 refuse entry,
  - 4.2.2 terminate the booking or
  - 4.2.3 charge additional fees.

### 5. PAYMENTS

- 5.1 Methods of Payment
  - i. By BACS transfer, quoting your surname for a reference, with sort code: 20-20-15 account: 03260275; or
  - ii. Credit/debit card payments can be made with a 3% charge for each credit card transaction, no charge for debit cards. One week prior to arrival, a cautionary/damages deposit must be settled by the client (see overleaf).
- 5.2 Deposit:
  - 5.2.1 A non-refundable deposit of 50% of the total cost of the Accommodation is required to secure any booking with in 6 weeks of paying the venue location fee.
  - 5.2.2 However should the first day of the Client's use of the Accommodation be less than 16 weeks (112 days) away, full payment must be made.
- 5.3 Balance of payment:
  - 5.3.1 The balance is due 16 weeks prior to arrival;
- 5.4 Bookings made within 15 days of the first day of hire, may be paid with cash upon arrival, however valid credit or debit card details will be needed and held as security.
- 5.5 In the event of failure to pay for the Accommodation in full in cash upon arrival, the full balance of the Accommodation charges shall be debited from the card held in accordance with the payment and cancellation conditions herein.

- 5.6 Cautionary/Damages deposit:
- 5.6.1 One week prior to arrival, the sum of £2,000 will be required from the Client, which will be put into a holding account as security against the following, namely:-
- 5.6.1.1 Damages,
- 5.6.1.2 Loss,
- 5.6.1.3 Breakages,
- 5.6.1.4 Evidence of smoking within the Accommodation; and
- 5.6.1.5 Any other costs incurred to us as a result of your occupancy, during the period of hire (which includes the owners' time).
- 5.6.2 This deposit will be refunded within 14 days of your departure less any costs incurred.
- 5.6.3 The Holding Account Details are:  
Bank Details  
Barrington House  
20-20-15  
20580481  
Please use your name as a reference

## 6. RISK ASSESSMENT

- 6.1 In order to comply with fire regulations all Clients are required to complete the list of names of the Party staying in Lemore Manor on the Booking Form before arrival at the Accommodation.

## 7. CANCELLATION AND CANCELLATION CHARGES:

- 7.1 Cancellations:
- 7.1.1 Any cancellations by the Client must be made in writing and should be sent by recorded delivery.
- 7.1.2 The date from which the cancellation applies will be the date on which the cancellation notice is received by us.
- 7.2 Cancellation Charges:
- 7.2.1 Should the Client need to cancel a confirmed booking for any reason, the following cancellation charges will apply. Please see charges above for cancellation.
- 7.2.2 Clients failing to arrive within 24 hours of the first day of hire and having omitted to inform us of their delay shall be considered to have cancelled their booking and the standard cancellation charges shall apply. As well as the above the full contract amount may be recoverable at our discretion

## 8. INSURANCE

- 8.1 We strongly recommend that clients take out appropriate holiday, travel and wedding insurance, including cancellation cover.

## 9. LINEN AND TOWELS

- 9.1 Bed linen is usually included in the price quoted unless alternative arrangements have been made with the Client and the Company.
- 9.2 One set of towels for each guest, is included in the total price.
- 9.2.1 Extra linen and towels may be provided for change over of bedrooms if required at an additional cost.
- 9.3 There are 2 cots and 2 high chairs available at no extra charge, however clients must provide their own cot linen and bedding.

## 10. PERIOD OF HIRE

- 10.1 The arrival time and departure time for the hire period is to be agreed by the Company's manager at the time of booking. The Client must adhere to their time of departure in order for a member of staff to be present at check out.
- 10.2 Any significant delay in arrival should be notified to us in order that arrangements can be made for entry into the accommodation.
- 10.3 We reserve the right to make a charge £1,000 where there is a delay in excess of 2 hours in the Client vacating the Accommodation on the last day of hire.

## 11. PROPERTY CARE

- 11.1 The Client and his Party shall take all reasonable care of the Accommodation and its furnishings and effects and agrees to leave the Accommodation in the same condition of tidiness as at the commencement of hire.
- 11.2 We insist that guests at the property do not take food or drink into any of the bedrooms to avoid spillage and damage to soft furnishings.
- 11.3 Any exceptional cleaning costs may be charged to the Client at cost and will be deducted from the Cautionary/Damages Deposit or invoiced to the client should this amount exceed that which is held on Deposit.

## 12. DAMAGE

- 12.1 In the event of breakages, loss or damage to the Accommodation and /or its contents, gardens and shrubs caused by the Client or any member of his Party, full payment is required for the actual cost of replacement or repair by the Client before departure.
- 12.2 If this is not settled before departure, the costs will be deducted from the Cautionary/Damages Deposit or invoiced to the client should this amount
- 12.3 exceed that which is held on Deposit.

## 13. MUSIC/NOISE

- 13.1 Amplified music, live music, recorded music and PA systems are not permitted outside in the grounds without the Companies consent.
- 13.2 If evidence is found that these conditions are not adhered to, the Client will jeopardise the return of the Cautionary/Damages Deposit in full.

## 14. BEHAVIOUR

- 14.1 All clients are to have considerations for other people.
- 14.2 The following are not permitted in the grounds or the Accommodation:
  - (a) Fireworks, and
  - (b) Chinese lanterns.
- 14.3 If in our opinion or in the opinion of any other person in authority, the Client or any member of the Client's Party behaves in such a way as to cause or be likely to cause danger, annoyance or distress to any other third party or the damage to the Accommodation, we are entitled, without prior notice, to remove the person(s) or the Client concerned from the Accommodation and terminate the booking.
- 14.4 We will have no further responsibilities towards the person(s) or the Client concerned, including any return travel arrangements or accommodation.
- 14.5 No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## 15. PETS

- 15.1 Pets are not permitted in the grounds or the Accommodation.
- 15.2 Guide dogs for the blind may be accommodated subject to notification being given to us at the time of booking.
- 15.3 The Client will jeopardise the return of the Cautionary/Damages Deposit in full if these conditions are not adhered to.

## 16. SMOKING

- 16.1 The Company operates a strict no smoking policy anywhere within the Accommodation.
- 16.2 If we discover that smoking has occurred within the Accommodation, the Client will jeopardise the return of the Cautionary/Damages Deposit in full.

## 17. NON-AVAILABILITY OF PROPERTY

- 17.1 Force majeure
  - 17.1.1 We regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by force majeure'.
  - 17.1.2 In these Terms and Conditions, 'force majeure' means any event, which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid.
  - 17.1.3 Such events may include war or threat of war, riot, civil strife, terrorist activity and industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.
- 17.2 If, for any reason the Accommodation is not available on the date booked as a result of 'force majeure' as set out at 17.1 above, every effort will be made to find alternative accommodation.
- 17.3 In the event that it is not possible to find alternative accommodation or you reject such an offer then you the Client shall have no further claim against the Company or their agents whatsoever.

## 18. COMPLAINTS

- 18.1 Any complaints should be notified promptly in person to us or to our representatives in our absence, and we shall, at all times endeavor to deal with any complaint promptly.
- 18.2 Should the nature of the complaint be serious then written notifications should be posted to the company within seven days of the last day of hire.

## 19. WEBSITE ACCURACY

- 19.1 Please note that the information and prices shown in this website may have changed by the time you come to book Lemore Manor.
- 19.2 Whilst we will use our reasonable endeavors to ensure the accuracy of this website and any other websites promoting Lemore Manor, regrettably errors occasionally do occur.

**20. LOST PROPERTY**

- 20.1 It is the Client's responsibility to check that all personal belongings (belonging to the Client or any member of his/her party) are removed from the Accommodation prior to departure.
- 20.2 In the event that personal belongings or other items are left behind, a handling fee of £20 + postage and packing, to be paid prior to dispatch, will be charged to the Client to return the goods.
- 20.3 Fine Manor Events Limited, Margaret and Ben Owen, our employees and our representatives are not liable for the loss or damage to personal belongings or other items that have been left behind, and the Client or any member of his/her party shall have no further claim against us.

**21. LIABILITY**

- 21.1 Fine Manor Events Limited, Margaret and Ben Owen, our employees and representatives shall not be liable to the Client, a member of his/her Party or third parties for the following namely:-
  - 21.1.1 any accident,
  - 21.1.2 damage,
  - 21.1.3 loss,
  - 21.1.4 injury expense or inconvenience which may be suffered, incurred, arise out of or in any way connected with the rental of the property.
- 21.2 Fine Manor Events Limited, Margaret and Ben Owen, our employees and representatives shall not be liable to the Client, a member of his/her Party or third parties for loss or damage to their personal belongings, property and goods.

**22. THIRD PARTY RIGHTS**

- 22.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the (Contracts (Rights of The Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

**23. RIGHT OF ENTRY**

- 23.1 For the undertaking of necessary repairs, maintenance or inspections, we have the right of entry to the property at all reasonable times.
- 23.2 Prior notice will be given to the Client wherever possible and privacy will be respected at all times.

**24. USE**

- 24.1 The Accommodation will be used for personal and domestic purposes only.
- 24.2 The Accommodation shall not be used for any commercial purposes without the written consent of Margaret and Ben Owen.
- 24.3 We reserve the right to refuse entry to the entire Party including the Client if this condition is not observed.

**25. ENTIRE AGREEMENT**

- 25.1 The Contract, together with these Terms and Conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except as has been expressly incorporated in such Contract.

**26. GOVERNING LAW AND JURISDICTION**

- 26.1 These Terms and Conditions and any Contract will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**27. LEGAL FEES**

- 27.1 Should we or any of our affiliates take any action to enforce the Contract and these Terms and Conditions, such parties will be entitled to recover from you, and you agree to pay, all legal fees and any costs of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

We reserve the right to terminate a booking at any time should these conditions not be adhered to in full. We reserve the right to keep the deposit if one or more of the conditions within this contract are not adhered to.

I hereby agree to comply with the Terms and Conditions as stated above.

Signed (Client)
Address