

# THE HOTEL PORTMEIRION & CASTELL DEUDRAETH (PORTMEIRION LIMITED)

## TERMS AND CONDITIONS

These Terms are applicable to all Contracts of any kind made by Portmeirion Limited t/a The Hotel Portmeirion & Castell Deudraeth Hotel ("the Hotel Portmeirion & Castell Deudraeth") and its clients ("the Clients") and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at The Hotel Portmeirion & Castell Deudraeth Hotel.

Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of the Hotel Portmeirion & Castell Deudraeth. The Contract is conditional on the payment of the Deposit.

## TERMS OF SUPPLY

### 1. INTERPRETATION

1.1 In these Conditions:

"Arrival"	means the date on which the Facilities are to be provided or shall start to be provided by the Hotel Portmeirion & Castell Deudraeth;
"Client"	means the person for whom the Hotel Portmeirion & Castell Deudraeth has agreed to provide the Services in accordance with these Terms;
"Contract"	means the contract for the provision of the Services including these Terms as appropriate;
"Deposit"	means the payment specified in clause 5 and Schedule;
"Services"	means the provision of accommodation, function room hire and/or supply of food and beverages and other Services by the Hotel Portmeirion & Castell Deudraeth for the Client described in writing by The Hotel Portmeirion & Castell Deudraeth and on its website or in its brochure;
"Schedule"	The Schedule of deposits and payments and cancellation terms annexed to this Agreement;
"Standard Charges"	means the charges shown in any brochure or website by or under the control of the Hotel Portmeirion & Castell Deudraeth or other published literature created controlled or published by the Hotel Portmeirion & Castell Deudraeth and relating to the Services in force from time to time;
"Terms"	means these terms and conditions.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

2.1 If The Hotel Portmeirion & Castell Deudraeth confirms the reservation this Contract is conditional on the Client supplying credit card details and or a deposit and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule.

2.2 If credit card details and payment authority is not given to The Hotel Portmeirion & Castell Deudraeth by the Client or are invalid then subject to any outstanding obligation due to the Hotel Portmeirion & Castell Deudraeth from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

2.3 Unconfirmed bookings cannot be held for more than 24 hours from the date of the enquiry and will be released without further reference.

### **3. SUPPLY OF THE SERVICES**

3.1 The Hotel Portmeirion & Castell Deudraeth shall provide the Services to the Client subject to the Contract.

3.2 The Client shall at its own expense supply the Hotel Portmeirion & Castell Deudraeth with all necessary data or other information relating to the Services within sufficient time to enable the Hotel Portmeirion & Castell Deudraeth to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. The Hotel Portmeirion & Castell Deudraeth may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

### **4. CHARGES**

4.1 The charges payable by the Client shall be detailed in writing by The Hotel Portmeirion & Castell Deudraeth. Charges detailed from Internet sites myfidelio.net, laterooms.com and any other third party website may be subject to change without prior notice. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between the Hotel Portmeirion & Castell Deudraeth and the Client for the provision of the Services.

4.2 The Hotel Portmeirion & Castell Deudraeth may vary the Standard Charges from time to time.

4.3 All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

### **5. DEPOSIT PAYMENTS**

5.1 Deposits are non refundable.

5.2 The different requirements for Deposits are set out in the Schedule.

### **6. PAYMENT**

6.1 The payments to the Hotel Portmeirion & Castell Deudraeth to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the Schedule.

6.2 If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of The Hotel Portmeirion & Castell Deudraeth.

6.3 Any additional charges due to the Hotel Portmeirion & Castell Deudraeth from the Client for the Services shall be paid by the Client on presentation of an invoice. If the Client for whatever reason departs the premises without payment of the invoice the Hotel Portmeirion & Castell Deudraeth will charge the due amount to the Client's credit card for which payment authority has been given.

6.4 Advance to The Hotel Portmeirion & Castell Deudraeth Rate: For room reservations made using the advance purchase rate full payment will be take at the time of booking. This payment is not refundable in the event of any amendment or cancellation.

### **7. CANCELLATION CHARGES ("NO SHOWS")**

7.1 The Client agrees to pay charges to the Hotel Portmeirion & Castell Deudraeth in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. The cancellation charges are calculated by reference to the **Schedule** attached.

7.2 The Hotel Portmeirion & Castell Deudraeth will provide a cancellation number to a Client in the event of the Client making a cancellation and that number must be used in any future dealings with the Hotel Portmeirion & Castell Deudraeth. Bookings made via myfidelio.net must be cancelled via myfidelio.net using the customer confirmation number supplied when the booking was made.

## **8. VARIATION IN SERVICES REQUIRED**

8.1 Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and the Hotel Portmeirion & Castell Deudraeth in writing.

## **9. LIABILITY OF THE HOTEL PORTMEIRION & CASTELL DEUDRAETH**

9.1 When the Hotel Portmeirion & Castell Deudraeth supplies the Services which include accommodation, food and beverage and any services supplied by a third party, the Hotel Portmeirion & Castell Deudraeth does not give any warranty, guarantee or other term as to their quality, fitness for purpose, temperature, ease of access, sound proofing, services or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Hotel Portmeirion & Castell Deudraeth.

9.2 The Hotel Portmeirion & Castell Deudraeth shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

9.3 Except in respect of death or personal injury caused by the Hotel Portmeirion & Castell Deudraeth's negligence, or as expressly provided in these Terms, the Hotel Portmeirion & Castell Deudraeth shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Hotel Portmeirion & Castell Deudraeth, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of the Hotel Portmeirion & Castell Deudraeth under on in connection with the Contract shall not exceed the amount of the Hotel Portmeirion & Castell Deudraeth's charges for the provision of the Services, except as expressly provided in these Terms.

9.4 The Hotel Proprietors Act of 1956 limits the liability of Portmeirion Ltd for the loss or damage to guests' property to £50.00 per article with a maximum of £100.00 for any one guest, unless the property in question has been deposited with the Reception office for safe keeping.

## **10. TERMINATION**

The Hotel Portmeirion & Castell Deudraeth may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## **11. CLIENT RESPONSIBILITIES**

11.1 Dress code: Guests are required to comply with the dress code of the Hotel Portmeirion & Castell Deudraeth in the Bar and Restaurant. The dress code is smart casual. No dirty, ripped or patched clothes are acceptable. Swimwear is not acceptable. The Client must ensure that any guests of the Client are aware of this requirement.

11.2 Arrival and departure times for accommodation at the Hotel Portmeirion & Castell Deudraeth are 3:00 p.m. and 11.00 a.m. respectively. The access and vacate times for all other Services will be as specified in the Programme Sheet and must be strictly adhered to by the Client on all occasions.

11.3 The Client is responsible for the behaviour of his, her or its guests at the Hotel Portmeirion & Castell Deudraeth and in particular for the orderly conduct of guests attending any function or staying in the Hotel Portmeirion & Castell Deudraeth or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for the Hotel Portmeirion & Castell Deudraeth or its other guests and Clients. The Client must comply with any reasonable request of the Hotel Portmeirion & Castell Deudraeth and with any policies of the Hotel Portmeirion & Castell Deudraeth as may apply to the Services from time to time.

11.4 The Hotel Portmeirion & Castell Deudraeth swimming pool is unsupervised and used at clients' own risk. Alcoholic beverages are not allowed in the pool area. Access is not allowed after dark. Children are not allowed in the pool unless supervised by a responsible adult. Access is available via a combination locked gate. The access code is available to resident guests only.

## **GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY**

### **1. DEFINITIONS**

1.1 In these terms:

"Contract"	means the contract for the provision of the Services including these Terms and, as appropriate, any written description given by the Hotel Portmeirion & Castell Deudraeth.
"External Contractor"	means production companies, audio visual companies, television, video or film crews, musicians, bands, live acts and any other performers, toastmasters, florists, photographers and designers and any other person who is contracted by the Client in connection with any of the Services.
"Services"	means the provision of accommodation, function room hire and/or supply of food and beverages and other services by the Hotel Portmeirion & Castell Deudraeth for the Client described in writing by the Hotel Portmeirion & Castell Deudraeth and on its website or in its brochure.

### **2. GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY**

2.1 The Hotel Portmeirion & Castell Deudraeth must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of the Hotel Portmeirion & Castell Deudraeth to the use of the External Contractor at the Hotel Portmeirion & Castell Deudraeth. The Hotel Portmeirion & Castell Deudraeth reserves the right to refuse access to any External Contractor;

2.2 The Client must on request supply to the Hotel Portmeirion & Castell Deudraeth copies of public liability insurance policies with a minimum limit of liability of £5 million per claim or such other insurance as may be required from the Hotel Portmeirion & Castell Deudraeth and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to the Hotel Portmeirion & Castell Deudraeth or any of its property, staff, any plant and equipment of the Hotel Portmeirion & Castell Deudraeth, any guest of the Client or the Hotel Portmeirion & Castell Deudraeth or of any Client resulting from any activity of the External Contractor or arising out of the External Contractor being on the premises of the Hotel Portmeirion & Castell Deudraeth or in respect of any equipment brought onto the Hotel Portmeirion & Castell Deudraeth premises by the External Contractor.

2.3 Any electrical, audio visual equipment the Client wishes to use that is not the property of the Hotel Portmeirion & Castell Deudraeth can only be brought into the Hotel Portmeirion & Castell Deudraeth Hotel and used with the Hotel Portmeirion & Castell Deudraeth's written permission. All such equipment must comply with the I.E.E. regulations and safety standards. The Hotel Portmeirion & Castell Deudraeth may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by the Hotel Portmeirion & Castell Deudraeth following such inspection.

2.4 The Client will comply with the policies of the Hotel Portmeirion & Castell Deudraeth in connection with the construction of any stand, exhibition stand, scaffolding, the use of any plant

and equipment that it wishes to bring into the Hotel Portmeirion & Castell Deudraeth Hotel and as may generally apply from time to time.

2.5 The Client will indemnify the Hotel Portmeirion & Castell Deudraeth in connection with any loss or damage caused to the Hotel Portmeirion & Castell Deudraeth, its staff, contractors, clients and guests or to any property of the Hotel Portmeirion & Castell Deudraeth or any such persons arising out of the engagement of any External Contractors or if the Client itself brings onto the premises any equipment, plant or machinery in respect of any loss, damage, costs including legal costs that the Hotel Portmeirion & Castell Deudraeth shall incur.

2.6 The Client is permitted to use its own signage subject to complying with the generality of the Contract or any policies of the Hotel Portmeirion & Castell Deudraeth for the use of such signage from time to time within private salons or meeting rooms or suites designated for the Client's use. No signage is permitted by the Hotel Portmeirion & Castell Deudraeth in any other part of the Hotel Portmeirion & Castell Deudraeth Hotel and in particular within the public areas.

2.7 The Client will comply with the terms applying to photography as set out in clause 4.

### **3. CCTV**

In the public areas and grounds car parks and access areas of the Hotel Portmeirion & Castell Deudraeth Hotel and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of the Hotel Portmeirion & Castell Deudraeth Hotel and security for all its Clients and staff.

### **4. PHOTOGRAPHY AND FILMING**

Photography or filming are not permitted without prior permission in public areas of the hotel. Commercial photography or images including trade marks or trade names requires the prior written consent of the Hotel Portmeirion & Castell Deudraeth.

### **5. GENERAL**

5.1 The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

5.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

5.3 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English and Welsh courts.

### **SCHEDULE OF DEPOSITS AND PAYMENTS AND CANCELLATION TERMS**

<b>GROUP ROOM BOOKINGS (5 Rooms or over)</b>		
<b>TIMETABLE</b>	<b>CLIENT REQUIREMENTS *</b>	<b>CANCELLATION CHARGES**</b>
Enquiry Date greater than 3 months prior to Arrival	10% of Proforma Invoice - Deposit within 5 working days to confirm reservation.	None : If Deposit not paid within 10 days reservation cancelled
3 Months or less	10% of Proforma - Deposit as above	10% of Deposit Paid
3 working days before Arrival	ROOMING LIST TO BE PROVIDED plus payment in full	

On Arrival	Payment in full to have been received or credit card swiped and signature verified to guarantee full payment.	
On Departure	Payment of additional charges during stay	

## INDIVIDUAL ROOM BOOKINGS for up to 5 rooms

TIMETABLE	CLIENT REQUIREMENTS*	CANCELLATION CHARGES**
To confirm booking at any time	A credit card guarantee or a deposit equivalent to first nights accommodation paid by cheque, BACS or cash to arrive by 2pm(UK) the day prior to arrival  <b>Photo identification is required on check in if the reservation is made on the same day as the arrival date</b>	
By 2pm one day prior (24 hours) to arrival		100% - one nights room charge.(ex. VAT)(A cancellation reference number will always be given if a cancellation is received prior to this)
On Arrival	Payment in full to have been received or credit card swiped and signature verified to guarantee full payment.	
On Departure	Payment in full	

## PRIVATE DINING (Private Room or 10+ persons)

TIMETABLE	CLIENT REQUIREMENTS*	CANCELLATION CHARGES**
To confirm booking at any time	A letter on Company headed paper confirming that full payment may be taken by credit card signed by a card signatory or a Deposit the Room Hire charge.(Deposit invoices will not be issued)	
48 hours before Arrival	<b>FINAL NUMBER OF GUESTS TO BE CONFIRMED</b>	100% Room Hire charge
On Arrival	Payment in full to have been received or credit card swiped and signature verified to guarantee full payment.	
On Departure	Payment in full	

### ACCOMMODATION CONTRACTS

For Services involving accommodation, the Client must supply rooming lists to the relevant contact of the Hotel Portmeirion & Castell Deudraeth on the date(s) calculated by reference to the Schedule. Failure to provide a rooming list by this time will be deemed cancellation of the booking and the cancellation charges detailed in the Contract will be applicable. Cancellation charges will also be payable should the number of rooms required reduce by more than 10% of

the total specified in the Contract based on the total numbers cancelled.

#### **DINING OR MEETING CONTRACTS**

For dining or meeting events as specified in the Contract, final numbers must be received by the contact of the Hotel Portmeirion & Castell Deudraeth no less than 48 hours prior to the Reservation Date. Should the number of guests reduce by more than 10% of the total in the Contract, cancellation charges as set out in the Contract will apply and must be paid by the Client based on the total numbers cancelled.

\*Where Account Facilities have been confirmed no Deposit is required but the Account is payable in full on receipt of invoice.

\*\*All cancellation charges are subject to possible full reimbursement if accommodation is re-let and payment has been in accordance with Contract.