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Anthony Richards Proprietor

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www.theavalonhotel.co.uk

In these terms and conditions the following definitions have the following meaning:

**“Booking”** shall mean the booking of accommodation, functions and/or any other services or items made with Us.

**“Accommodation”** Shall refer to the Guest’s Bedroom

**“Stay”** shall mean the period the Guest booked to stay at our accommodation

**“Agreement”** shall mean the agreement between August12th Hotels. and the Guest for the Booking

**“Company” of “We” or “Us” or “Our”** shall mean the sole trader company August12th Hotels, of Mr Anthony Mark Richards

**“Guest”** shall mean the person(s) named in the Booking and his / her party.

**“Booking Party”** shall mean the Guest or Company or organisation which made the Booking.

**“Terms” or “Terms and Conditions”** shall mean these Terms and Conditions.

**“Hotel”** means the premises for which your Booking is made.

**“Websites”** means theavalonhotel.co.uk, august12thcottages.co.uk or any other website owned or operated by us relating to a Hotel from time to time.

#### **Interpretation:**

- The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation, construction or validity of the Agreement.
- Reference to the singular includes reference to the plural and vice versa. Reference to a gender includes references to all other genders.
- Unless the context otherwise requires, reference to “in writing” shall refer to statement, invoice, letter or electronic mail (e-mail).

#### **1. Booking**

- 1.1 All Bookings at the Hotel are subject to these Terms
- 1.2 The making of a Booking (unless cancelled in accordance with the Company Cancellation Policy and No-Shows (pursuant to Art. 4) will form an agreement based on these Terms between the Guest and the Company for the Booking.
- 1.3 This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions, which it contemplates, and it contains the entire agreement of the Parties.
- 1.4 In the event of a Booking being made via an agent or other Third Party and any conflict between these Terms and Conditions and such agent or Third Party’s booking conditions these Terms and Conditions shall prevail.
- 1.5 August12th Hotels permits the Guest to use the accommodation, functions and/or any other services for the period of the Booking pursuant to these Terms and Conditions.
- 1.6 The Guest will be responsible for all payments and for any damage whether caused by the Guest or his or her party and shall make his or her party fully aware of these Terms and Conditions.

#### **2. Price**

- 2.1. The prices displayed on the Websites are indicative only until a room, occupancy and type of stay is selected.
- 2.2. The price for the Guest’s booking is confirmed on their Booking Confirmation.
- 2.3. Prices shall be charged in Pound Sterling (£)
- 2.4. Price lists for additional items, such as drinks, snacks, meals and packed lunches, are on display at relevant locations within the Hotel and are available on request.
- 2.5. Price lists for additional services, such as telephone calls, photocopies and printing are on display at relevant locations within the Hotel and are available on request.

#### **3. Payment Terms**

- 3.1. We accept the following methods of payment: credit or cards: Visa, MasterCard, and American Express; debit cards – Visa, Visa/Delta and Visa/Electron.

- 3.2. At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for the payment of a deposit. In addition, you authorise the use of this card payment of remaining Booking charges and any sums that become owing to us. If for we are unable to take payment from your card we may request another method of settlement. failing which we reserve the right to refuse your booking or restrict access to your room. We shall also have the right to require full payment in advance 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 this done so in writing by Us and/or payment/deposit described in this paragraph have been provided.
- 3.3. Deposit amount may vary according to room type and length of stay. For stays of one night only, full payment will be required / taken at time of booking
- 3.4. At check-out. We will calculate the incidentals charged to your room over the duration of your stay and unless you request to use an alternative card, we will take payment from the Card registered at the time of booking or at check-in. If for we are unable to take payment from the registered card, we may request another method of settlement (alternative card, bank transfer or cash). All cost of such alternative payment, including bank transfer, shall be borne by the Guest
- 3.5. All outstanding charges must be paid for in full on 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.

#### **4. Cancellation Policy and No Shows**

- 4.1. If a Guest wishes to cancel a booking, the Guest must give the Company notice in writing as soon as possible.
  - i. Cancellation of accommodation without charge for cancellations received 6 weeks prior to 4pm on the scheduled day of the Guest’s arrival.
  - ii. Deposits are Non-refundable for cancellations made less than 6 weeks prior to 4pm on the scheduled day of the Guest’s arrival. However, deposits may be transferred to another booking in a period not exceeding 12 months from the date of cancellation.
  - iii. A 100% cancellation fee will apply for cancellations received less than 14 days prior to 4pm on the scheduled day of the Guest’s arrival.
  - iv. Where by prior written agreement between the Us and the Booking Party no deposit has been paid, A 100% cancellation fee will apply for cancellations received less than 28 days prior to 4pm on the scheduled day of the Guest’s arrival.
  - v. On receipt of the written cancellation which incurs the full 100% Cancellation fee, The Company. will reasonably endeavour to re-book the Accommodation for the cancelled period and, if successful, for the whole or part of such period, will refund the relevant proportion of the money paid less the deposit and admin fee of £25 plus any booking commission due for the re-booked room or rooms.

#### **5. Transfer or Change of a Booking by the Guest**

- 5.1. A transfer of the booking from the Guest to a third party or a change from one date to another is not permitted, unless agreed in writing prior to such transfer or change.

#### **6. Right to Refuse, Cancel or Alter**

- 6.1. The Company. may, at its sole discretion, refuse any booking.
- 6.2. Infringement of the Terms and Conditions by a Guest and can at the Companies discretion result in an immediate requirement to vacate the premises, with no refund of monies paid.
- 6.3. In the event a Guest is required to vacate the premises (pursuant to Art. 6.2) the Guest is liable for all outstanding charges including the outstanding fee for the duration of the Stay booked.
- 6.4. In the event of damage incurred to your room or the Hotel during your stay, We reserve the right and you hereby authorise us to charge your credit or debit card for any repairs, (including without

limitation specialist cleaning) or for any items that are missing when you leave.

- 6.5. Your booking is for a particular room or rooms in the Hotel, however, it may be necessary to allocate an alternative room(s) to you for (a) due to circumstances beyond the reasonable control of the Company; or (b) 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.
- 6.6. Should We need to cancel your Booking for (a) due to circumstances beyond the reasonable control of the Company; or (b) operational or safety reasons, you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

#### **7. Check-in/ Check-out Requirements**

- 7.1. 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 or other valid form of identification. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth 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.
- 7.2. Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 4.00 p.m. (16:00 hrs) on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 10:59 p.m. (22:59 hrs) on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 3.00 p.m. (15:00 hrs) 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.
- 7.3. On the day of departure, we kindly ask all guests to vacate their rooms by 10.30 a.m.(10:30 hrs) (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.
- 7.4. Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details in advance of your stay, please contact the Company or the Hotel. Maximum occupancy rules are also on display at relevant locations within the hotel and are available on request
- 7.5. Over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage or for excessive use of utilities caused by excess usage.

#### **8. Accessibility**

- 8.1. Our accessibility statement can be found on our website and are available on request

#### **9. Liability and Loss of Guest's Property**

- 9.1. Any Guest's property found at the Accommodation will be treated as lost property. Lost property will normally be disposed of if it is not collected within 1 month, unless otherwise agreed.
- 9.2. The Company. will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:
- unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;
  - where such loss or damage is not a reasonably foreseeable result of any such breach; or
  - where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, August12th Hotels.

#### **10. Pets**

- 10.1. unless otherwise agreed in writing, Guests shall not permit any pet or animal, even temporarily, anywhere in the Hotel. Failure to

comply with this rule is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises

#### **11. Parking**

- 11.1. The Hotel has its own car park, there is no charge for the use of the car park by Guests, however there is limited space and we do not guarantee space will be available for your vehicle the duration of your stay.
- 11.2. 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).

#### **12. Right of Entry**

- 12.1. As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. The Company. and its contractors may enter the Guest's rooms at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual / periodical inspections for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.
- 12.2. The Company will give the Guest reasonable notice of such requirements, and wherever possible aims to restrict the working hours of its contractors to between the hours of 10:30am – 4:00pm, unless it is an emergency.

#### **13. Guest Behaviour**

- 13.1. 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 require the Guest to vacate the premises, with no refund of monies due

#### **14. No Smoking**

- 14.1. Smoking is not permitted in any part of the Accommodation and the Guest and any member of his or her party agrees not to smoke inside the Accommodation.

#### **15. No Candles or flames**

- 15.1. The use of candles, or other flame devices by the Guest at the hotel is not permitted.

#### **16. Personal Information**

- 16.1. All personal information stored and used by us is done so in accordance with our Privacy Policy and Cookie Policy, which are available on request or on our website.

#### **17. Limitation of Liability**

#### **18. Governing Law**

- 18.1. The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

#### **18.2 Web Site Information**

- 19.1. While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice.
- 19.2. The content of the Websites is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.
- 19.3. Trade marks used on the Websites are the property of the respective owners.
- 19.4. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

#### **20. Force Majeure**

- 20.1. 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.