

THE CROWN HOTEL (WETHERAL) LIMITED

TERMS AND CONDITIONS

These Terms are applicable to all Contracts of any kind made by The Crown Hotel (Wetheral) Limited (“the Crown”) and its clients (“the Clients”) and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all services at The Crown Hotel.

Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of the Crown. 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 Services are to be provided or shall start to be provided by the Crown;
“Client”	means the person for whom the Crown 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 Crown for the Client described in writing by The Crown 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 of the Crown or other published literature relating to the Services in force from time to time;
“Terms”	means these terms and conditions.
“Group”	a group booking comprises of six rooms or more and may also include other contracted services and use of the Crown’s facilities
“Event”	means an event which takes place in one of the Hotel’s private dining rooms or suites
“Party”	means a booking in The Crown Restaurant for lunch or dinner for more than 10 people

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

PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

If The Crown confirms the reservation this Contract is conditional on the Client supplying credit card details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule.

If credit card details and payment authority is not given to The Crown by the Client then subject to any outstanding obligation due to the Crown 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.

SUPPLY OF SERVICES

The Crown shall provide the Services to the Client subject to the Contract.

The Client shall at its own expense supply the Crown with all necessary data or other information relating to the Services within sufficient time to enable the Crown 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 Crown 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.

The Crown (Wetheral) does not condone any form of bullying or harassment in the workplace. If the harasser is a guest of or a visitor to the hotel, the employee should instead convey promptly and clearly their feelings of discomfort to a manager and explain if it is interfering with their work. The manager will then deal with the matter in the most appropriate manner. The employee is strongly discouraged from raising this personally with the guest.

CHARGES

The charges payable by the Client shall be detailed in writing by The Crown. 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 Crown and the Client for the provision of the Services.

The Crown may vary the Standard Charges from time to time.

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

DEPOSIT PAYMENTS

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

PAYMENT

The payments to the Crown 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.

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 Crown.

Any additional charges due to the Crown from the Client for the Services shall be paid by the Client on presentation of an invoice.

For all guests arriving at the hotel, The Crown (Wetheral) reserves the right to pre-authorise a credit card in the amount of the total spend on room and incidentals. The hotel reserves the right to top up the amount held through the stay if required. The Crown (Wetheral) is NOT charging your credit card. A pre-authorisation is a security guarantee for payment only. The pre-authorisation amount is not held by the hotel, the company who provide the credit card system or by the authorising bank. The pre-authorisation amount is held on your card by your own issuing bank. A pre-authorisation can be held on your card for a minimum of five to 15 working days. Pre-authorisation should be released by your issuing bank automatically, if not, you will need to contact your home issuing bank. If you are unable to provide The Crown (Wetheral) with a credit card on check in, a debit card can be used but please note, full prepayment will be required on arrival instead of an authorisation.

Advance to The Crown Rate: Please note payment will not be taken from your credit card at the time of booking. A member of our Reservations Team will be in touch with you within 24 hours in order to proceed with the payment of your reservation. Please kindly be informed that your reservation will only be confirmed once the payment has been received. This payment is not refundable in the event of any amendment or cancellation.

Cash Payment is not accepted for walk in guests – a valid credit or debit card must be swiped through the chip and pin machine and adequate authorisation taken.

All charges to be settled prior to the client leaving the hotel. The client is deemed to have authorised the settling of all outstanding charges which can be processed by the Hotel using any credit or debit card details held on file.

Commission payments will only be made by The Crown (Wetheral) for rooms, events and food & beverage reservations that are not more than 12 months past the guest departure/ reservation date. The commission invoice must be received within six months of the departure / reservation date.

CANCELLATION CHARGES ('NO SHOWS')

The Client agrees to pay charges to the Crown 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.

The Crown 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 Crown.

VARIATION IN SERVICES REQUIRED

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 Crown in writing.

LIABILITY OF THE CROWN (WETHERAL)

When the Crown supplies the Services which include any services supplied by a third party, the Crown does not give any warranty, guarantee or other term as to their quality, fitness for purpose 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 Crown.

The Crown 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.

Except in respect of death or personal injury caused by the Crown's negligence, or as expressly provided in these Terms, the Crown 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 Crown, 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 Crown under on in connection with the Contract shall not exceed the amount of the Crown's charges for the provision of the Services, except as expressly provided in these Terms.

TERMINATION

The Crown 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.

CLIENT RESPONSIBILITIES

Arrival and departure times for accommodation at the Crown are 2:00 p.m. and 11:00am respectively. The access and vacate times for all other Services will be as specified and must be strictly adhered to by the Client on all occasions.

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

Should a resident of the hotel wish for any item to be received or helped by The Crown prior to arrival or following departure, advance notice will be required. The Hotel retains the right to deny receipt of such items. Any costs incurred for return will be borne by the sender. All items are left at the owners risk and may be subject to search. Please note that should an item be locked or sealed it is the responsibility of the owner of the item to facilitate access. The Crown is not liable for any flood, fire or damage to the items.

Smoking is prohibited in all areas of the hotel. Residents of the hotel are prohibited from smoking in any bedrooms or suites. A charge will be applied to guests rooms where it is found this rule has not been adhered to. Smoking is allowed in the outside areas ie car park, gardens or the front seating area of the Hotel.

CCTV

In the public areas of the Crown 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 crown Hotel and security for all its Clients and staff.

PHOTOGRAPHY AND FILMING

All professional photography or filming **MUST** be authorised by a member of The Crown (Wetheral) Leadership Team. No professional photography or filming can take place in any area of The Crown (Wetheral), under any circumstances, without an assigned representative from The Crown (Wetheral) present. Use of The Crown (Wetheral) brand name, photography, videography, The Crown (Wetheral) images and any The Crown (Wetheral) (or associated) logos including trademarks or trade names requires the prior written consent of The Crown (Wetheral). None of the aforementioned can be used by any other entity for any commercial purpose. Members of The Crown (Wetheral) staff and The Crown (Wetheral) uniforms or part thereof cannot be used in the photography or filming and no staff role can be impersonated for the purposes of the photography or filming. The Crown (Wetheral) will take appropriate legal action to restrain any misuse or unauthorised usage of The Crown (Wetheral) collateral listed above.

INTELLECTUAL PROPERTY RIGHTS

All information, data and materials presented on this website and all Crown (Wetheral) social media accounts, including names, logos, content, etc., as well as the colour scheme and the layout of the website, are subject to copyright, trade mark rights, database rights and/or other intellectual property rights. You may use such content only if authorised by The Crown (Wetheral) and strictly required for permitted personal, non-commercial purposes. Any other use and/or reproduction of such content, without the prior written consent of The Crown

(Wetheral), is prohibited and will constitute a breach of these Terms of Use and may infringe The Crown (Wetheral)'s intellectual property rights.

THE CROWN CONSERVATORY RESTAURANT AND THE WALTONS BAR & EATERY

When making a booking for The Crown Conservatory Restaurant or The Waltons Bar & Eatery you must have the legal capacity to do so and you must accept financial responsibility for all transactions made under your name. You must make sure that all the information you provide to us is true and accurate. Making a reservation at The Crown Conservatory Restaurant and Waltons Bar & Eatery means you have to pay the restaurant after your meal unless it is clearly indicated when making your reservation that you have a voucher. Your voucher must be shown on arrival must be within the validity period. The vouchers have no cash alternative and cannot be exchanged for cash. Please see the voucher section.

CREDIT CARD GUARANTEE RESERVATIONS AND PRE-PAYMENT

When making a reservation for Afternoon Tea the reservation requires a credit card guarantee. If you fail to arrive for your reservation, cancel, amend or reduce the amount of guests within 48 hours, your card will be charged the cost of your afternoon tea choice per guest.

Reservations for six guests or more require a full non-refundable pre-payment which will be taken from the card 14 days in advance of your booking. Cancellations and amendments to reservations for six or more guests in the same sitting can be made up to 14 days prior to your reservation date without charge. Within 14 days of your reservation date, the credit card details given at the time of the booking will be charged at the price of the Afternoon Tea booked for each member of the party.

When making a reservation for The Crown Conservatory Restaurant the reservation requires a credit card guarantee. If you fail to arrive for your reservation, cancel, amend or reduce the amount of guests within 48 hours, your card will be charged the cost of the daily Menu per guest.

Reservations for ten or more guests will require for all pre ordered food to be pre-paid, a credit card guarantee will be taken at reservation stage and the deposit will be taken at planning stage. Cancellations and amendments to reservations for ten or more guests can be made up to seven days prior to your reservation date with your deposit refunded. Should you cancel within seven days, the pre-payment is forfeited.

For special events in any of the hotel Food and Beverage outlets such as but not limited to Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Mothers Day, Fathers Day, Valentine's Day; a full non-refundable pre-payment will be required to confirm your reservation. We will contact you for your payment authorisation.

CONFIRMATIONS

When you make a reservation at The Crown Conservatory Restaurant or The Waltons Bar & Eatery you are making an offer to the restaurant to accept your reservation.

AMENDMENTS TO YOUR BOOKING

Should your details be incorrect on your confirmation email or require amendment, please advise the reservations team at your earliest convenience on email at info@crownhotelwetheral.co.uk or by telephone on 01228 561888. If you do wish to amend your booking details, changes must be advised at least 48 hours in advance and are subject to availability. We will reconfirm with you if we can accommodate your changes.

CANCELLATIONS

Should you need to cancel your reservation kindly contact our reservations team on 01228 561888. Please remember that all reservations must be cancelled no later than 48 hours before your dining date to avoid any charges. For six or more reservations or for special events there is a different cancellation policy which will be on your confirmation email. Please ensure you cancel within the time specified.

VOUCHERS

If making a reservation with a prepaid voucher, please inform reservations of this when you are making your booking. You will be asked for your unique Voucher identification number.

The Voucher validity period is 12 months from date of purchase. Vouchers must be booked and undertaken prior to the expiry date printed on the front of the voucher, otherwise the voucher will be deemed to be invalid and no liability will be accepted by The Crown (Wetheral).

Advanced bookings are essential, and reservations remain subject to availability.

You must bring your original voucher and present it to your host / hostess when you first arrive at the restaurant as this is your form of payment. Lost, stolen or non-present vouchers cannot be replaced or reprinted. In the case the original voucher cannot be presented on arrival your bill will have to be settled using an alternative method of payment. Vouchers are valid for one year and the expiry date is on the actual voucher.

Vouchers can only be redeemed once, may not be exchanged for cash, replaced if lost and is non-transferable or refundable.

During certain times of the year The Crown (Wetheral) has special events with different pricing. Examples of this would-be St Valentine's Day, Mother's Day, Easter Sunday, The Christmas Afternoon Tea, Christmas Day, Boxing Day, New Year's Eve and New Year's Day (this list is not finite and there may be additional special events that are not listed here). If you wish to use this voucher for one of these events or similar, there may be a supplement payable, which will be advised at the time of booking.

EMAILS

You will receive emails including requests for feedback, related to your dining experience. In addition, if selected by you at the time of making your booking (or at some other time), you may also receive information on our special offers and new information about The Crown (Wetheral)

GENERAL

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.

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.

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

SCHEDULE OF DEPOSITS, PAYMENTS AND CANCELLATIONS

The Conservatory Restaurant and Waltons Bar & Eatery

Credit card details must be provided at the time of booking for reservations.

The Crown must receive all amendments or cancellations two days (48 hrs) prior to arrival in order to avoid charges.

On the day of arrival in the event of a “no show” 100% full payment will be taken if you have provided us with your credit card. In the case, that the guest is paying by a voucher then the voucher will be validated and cannot be used.

Different room rates and accommodation packages have different cancellation policies, please check your reservation confirmation to confirm the applicable cancellation policy.

On arrival, payment in full to have been received or credit card swiped and signature verified to guarantee full payment. Please note that payment by cheque is no longer acceptable.

On departure, payment must be made in full. Please note that payment by cheque is no longer acceptable.

DEFINITIONS

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 Crown

“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 Crown for the Client described in writing by the Crown and on its website or in its brochure.

GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY

The Crown must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of the Crown to the use of the External Contractor at the Crown. The Crown reserves the right to refuse access to any External Contractor. Should the Client, their Guests or External Contractors engage in any conduct which, in the Hotel’s view, is unacceptable then the Hotel will request for this conduct to cease with immediate effect. Failure to comply with such requests will result in the Clients, Guests or External Contractors being asked to leave the premises.

Should the Clients, their Guests or External Contractors plan to give any kind of display, demonstration or performance then the Hotel must be advised of the entire programme, content and nature of this at the time of booking. Failure by the Client to disclose this information may result in the Client’s reservation being immediately cancelled by the Hotel.

The Client must on request supply to the Crown 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 Crown and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to the Crown or any of its property, staff, any plant and equipment of the Crown, any guest of the Client or the Crown 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 Crown or in respect of any equipment brought onto the Crown premises by the External Contractor.

Any electrical, audio visual equipment the Client wishes to use that is not the property of the Crown can only be brought into the Crown Hotel and used with the Crown’s written permission. All such equipment must comply with the I.E.E. regulations and safety standards. The Crown 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 Crown following such inspection.

The Client will comply with the policies of the Crown 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 Crown Hotel and as may generally apply from time to time.

The Client will indemnify the Crown in connection with any loss or damage caused to the Crown, its staff, contractors, clients and guests or to any property of the Crown 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 Crown shall incur.

The Client is permitted to use its own signage subject to complying with the generality of the Contract or any policies of the Crown 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 Crown in any other part of the Crown Hotel and in particular within the public areas.

The Client will comply with the terms applying to photography.

The Corwn (Wetheral), Wetheral, Carlisle. CA4 8ES

Registered in England No 04051321

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