



## WALNUT HOUSE AT THE DUNCOMBE ARMS

### Terms & Conditions

#### Conditions of Booking

These are the terms and conditions which apply when you wish to hire our Accommodation and whether you use our online reservation service or telephone booking. These terms may change from time to time so please review them each time you wish to hire our Accommodation. The terms and conditions applying shall be those in place on the date that you make your request to book.

#### Reservations

1.1 Please check that the details of your Reservation Request are complete and accurate before you fully submit. The DUNCOMBE ARMS will not be liable for any delay or non-performance if you provide us with incorrect information.

1.2 THE DUNCOMBE ARMS will confirm our acceptance of your Reservation Request by sending you a booking confirmation email to the email address that you provide during the reservation process. The Booking is then in force. THE DUNCOMBE ARMS reserves the right to refuse any Reservation Request at its discretion without reason.

1.3 You or any of your Guests must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any Accommodation either on its own or as part of a combined offer. THE DUNCOMBE ARMS will not honour any reservations made in this way and do not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at THE DUNCOMBE ARMS you should contact THE DUNCOMBE ARMS team directly on 01335 324 275 or [hello@duncombearms.co.uk](mailto:hello@duncombearms.co.uk).

1.5 Although THE DUNCOMBE ARMS will try to accommodate special requests, all Accommodation is subject to availability.

1.6 For information as to suitability of Accommodation for Guests with disabilities please view our [Accessibility Statement here](#).

#### Charges

2.1 Charges for the hire of the Accommodation and any other goods and services to be provided by THE DUNCOMBE ARMS include VAT (at the rate in force at the date of the Reservation Request) and shall be in accordance with a scale of charges provided by THE DUNCOMBE ARMS from time to time. When you make a Reservation Request you will be given a total price for the Accommodation and the Booking Dates you have requested. THE DUNCOMBE ARMS reserves the right to review the charges from time to time but undertakes to honour all Bookings at the charge quoted at the time of Booking.

2.2 THE DUNCOMBE ARMS requires full payment of the first nights stay at the time of making your Reservation Request. Payment may be made by the following card payments: Visa, MasterCard. In the event that your Reservation Request is not confirmed to a Booking a full refund will be given.

#### Cancellation & Charges

3.1 In the event that you cancel a Booking, THE DUNCOMBE ARMS reserves the right to impose cancellation charges. Accordingly if you cancel a Booking:

3.1.1 three (3) days or more prior to the first Booking Date of the Booking the full amount paid shall be refunded;

3.1.2 two (2) days prior to the first Booking Date of the Booking THE DUNCOMBE ARMS will work with you to move the Booking to an alternative date (subject to any additional charges that may apply resulting from the alternative Booking Dates chosen) or the full Booking charge shall remain payable and no amount shall be refunded;

3.1.3 less than two (2) days prior to the Booking Date no amount shall be refunded.

3.2 Cancellations or alterations should be communicated to THE DUNCOMBE ARMS team directly on 01335324275 or hello@duncombearms.co.uk and THE DUNCOMBE ARMS will do our best to accommodate your requirements subject to the cancellation charges above.

3.3 THE DUNCOMBE ARMS does not operate or offer an insurance policy for cancellations. You may wish to take out your own insurance for such purposes.

## **Check In & Check Out**

4.1 Check-in and check-out times are as follows:

Room Check-In: from 4pm to 10pm

Room Departure: no later than 10am on the final morning of your stay

4.2 If you expect to arrive considerably late in the evening then please let the Accommodation team know in advance so THE DUNCOMBE ARMS knows when to expect you.

4.3 You may be asked to provide proof of identity and nationality upon check-in.

## **Number of Guests**

5.1 Each Accommodation has a maximum number of permitted Guests as detailed on the website. The number of persons attending the Accommodation shall not exceed the number of Guests agreed at the time of Booking.

## **Use of Accommodation**

6.1 You shall ensure that use of the Accommodation is conducted in an orderly fashion without causing a nuisance and in full compliance with any directions of THE DUNCOMBE ARMS as may be made known through instructions in the welcome book or within the Accommodation or as you may be informed by THE DUNCOMBE ARMS team.

6.2 All fire exits and passageways shall be kept free from obstruction at all times and no fire appliances shall be removed or tampered with in any way.

6.3 Smoking (including e-cigarettes) is not permitted anywhere within the Accommodation.

6.4 Guests are required to take all reasonable precautions to ensure that no damage occurs to the Accommodation, its finishes, fittings, furniture and contents or any other property at THE DUNCOMBE ARMS and that the Accommodation is left in a clean and tidy condition at the end of the Booking. In the event of damage or the Accommodation requiring extra cleaning beyond that reasonably expected, THE DUNCOMBE ARMS may at its own option have such damage repaired or damaged items replaced or repaired or obtain extra cleaning services and charge you for the cost.

6.5 All linen and items within the Accommodation is provided including dressing gowns and towels, radios and coffee machines, soaps and lotions etc. Should linen, dressing gowns, lotions or any other items be removed from the Accommodations you will be liable to pay on demand the amount required to made good or remedy.

6.6 Due to the Accommodations close proximity to residents homes, THE DUNCOMBE ARMS kindly ask that noise in the evening is kept to a minimum, with no disturbance after 11pm.

## **Car Parking**

Car parking is on a first come first served basis. Additional car parking spaces can also be found in the village. Please be mindful not to block the bus stop. Parking is at your own risk.

## Dogs

8.1 Assistance dogs are permitted without charge.

8.2 Dogs are allowed in the bar area, but only assistance dogs are allowed in the restaurant.

## The Restaurant

9.1 The Restaurant is open Monday to Sunday inclusive for lunch and dinner. THE DUNCOMBE ARMS recommend that a reservation is made to avoid disappointment.

9.3 If the reservation is for eight (8) or more people or for busy periods than a deposit determined by THE DUNCOMBE ARMS may also be required to secure the reservation. We may also request a pre order for groups of eight (8) or more.

## Your Property

10.1 THE DUNCOMBE ARMS cannot accept responsibility for any of your or the Guests property and shall not be liable for any loss or damage to property brought to the Accommodation or Restaurant or left behind including any car or other vehicle.

10.2 In the event that property is left behind on departure and these are recovered by the Accommodation team then THE DUNCOMBE ARMS can arrange for these to be returned, to a UK address only, by secure signed for post at a charge of £10.

## Termination by THE DUNCOMBE ARMS

11.1 THE DUNCOMBE ARMS may at any time cancel the Booking or refuse you and your Guests the right to use the Accommodation(s) during the Booking Date(s) by giving you written notice (including email) in the event of you or any Guest failing to perform any of the obligations contained within these terms and conditions.

11.2 In the event that THE DUNCOMBE ARMS cancels the Booking or refuses the right to use pursuant to Condition 11.1 above, THE DUNCOMBE ARMS shall be under no obligation or liability whatsoever to you or any Guest, and neither you nor any Guest shall make any claim whatsoever against THE DUNCOMBE ARMS in relation to the Booking.

11.3 THE DUNCOMBE ARMS reserves the right to close the Accommodation and to cancel or interrupt any Booking without notice and without any liability legal or otherwise to you or any person affected by such a cancellation (such as any Guest) in the event of war, riot, state of emergency, act of God, fire, flood, civil commotion or where any member of the public is at risk or thought to be at risk, strike (whether official or not), accident, failure of electricity or gas or any other service to the Accommodation, however caused, or for any other reason whatsoever outside the control of THE DUNCOMBE ARMS whereby THE DUNCOMBE ARMS is unable to perform its obligations.

11.4 In the event that THE DUNCOMBE ARMS cancels or interrupts a Booking pursuant to clause 11.3 THE DUNCOMBE ARMS shall let you know as soon as possible and THE DUNCOMBE ARMS shall refund in full amount paid by you to THE DUNCOMBE ARMS. This shall be the full liability of THE DUNCOMBE ARMS in this circumstance. In no event shall THE DUNCOMBE ARMS be liable for consequential damages of any nature for any reason whatsoever, including transport costs.

11.5 For any other circumstance of termination by us THE DUNCOMBE ARMS shall refund you such sums as you have paid to THE DUNCOMBE ARMS for the Booking as our full liability and in no event shall THE DUNCOMBE ARMS be liable for consequential damages of any nature for any reason whatsoever, including but not limited to, transport costs.

## Data Protection

THE DUNCOMBE ARMS process information about you that you provide when making a reservation and/or upon check in at our hotels in accordance with our privacy policy and cookie policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

## **Governing Law**

Please note that these Terms are governed by English law. This means a Contract for a Booking through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You can bring legal proceedings in respect of the Booking in the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland. We will not file a copy of the Contract between us.

## **General**

These terms and conditions shall be binding upon you and all Guests subject to any overriding provisions expressly agreed with THE DUNCOMBE ARMS team in writing.

## **Definitions & Interpretations**

In these terms and conditions (Conditions) the following definitions shall apply:

“Accommodation” means the Rooms in *Walnut House* that THE DUNCOMBE ARMS may have available for hire and which You wish to hire.

“Booking” means the contract for hire of the Accommodation for the Booking Dates between You and THE DUNCOMBE ARMS which is formed following receipt by You of a booking confirmation email on behalf of THE DUNCOMBE ARMS confirming acceptance and the details of your Reservation Request.

“Booking Date(s)” means the dates that You have booked for use of the Accommodation and as confirmed in the booking confirmation email;

“Group” means three (3) or more Rooms booked within one (1) Booking;

“Guests” means those people staying in the Accommodation;

“Reservation Request” means the request by You for hire of Accommodation for the Booking Dates which request may be made either through online reservations or via telephone booking;

“Room” means such room(s), that THE DUNCOMBE ARMS may have available for hire.

“you” means the organisation, company or individual who makes a booking for hire of any Accommodation and being the person responsible for the Guests and “your” shall be construed accordingly.