



## **CONTRACT TERMS AND CONDITIONS**

### **1. INTERPRETATION**

1.1 In these terms and conditions the following words have the following meanings:

“Conditions”	the Contract terms and conditions set out in this document;
“Booking”	Your booking with Us for hire of the Lodge and/or the provision of catering or other services by Us, which is the subject of the Contract;
“Contract”	any contract between Us and You for the rental of the Lodge or the provision of catering or other services;
“Lodge”	Walshaw Lodge, Hebden Bridge, West Yorkshire HX7 7AX;
“Price”	the price payable by You to Us for the Booking;
“We, Our”	The Walshaw Lodge Partnership of Walshaw Lodge, Hebden Bridge, West Yorkshire HX7 7AX;
“You, Your”	the person(s), firm or company making the Booking.

### **2. CONTRACT**

2.1 The Contract between us will be formed only once We have received, as a minimum, payment of the deposit and We have confirmed the Booking in writing to You. Once the Contract is formed it will be subject exclusively to these Conditions.

2.2 Condition 2.1 is not intended to exclude or limit any terms or warranties implied into the Contract by law where You are entering into the Contract in a personal capacity and not as a business.

2.3 We reserve the right to cancel the Booking at any time prior to the date of the Booking.

### 3. PRICE AND PAYMENT

3.1 **Deposit.** A non-refundable deposit of 25% of the Price is payable at the time of making the reservation.

3.2 **Balance.** The balance of 75% of the Price is payable no later than one month prior to the date of the Booking. If payment is not made in full by the due date we shall contact You to request immediate payment of the balance. If You do not pay the Price in full within 3 days of such request, We reserve the right to cancel the Contract and retain any deposit paid.

3.3 **Damage Deposit.** You shall pay Us a refundable damage deposit of £1,000 no later than two weeks prior to the commencement of the Booking. If the Damage Deposit has not been paid by the due date, we reserve the right to cancel the Booking and retain any portion of the Price paid up to that point in time.

3.4 We shall, at our reasonable discretion, keep some or all of the damage deposit if You or any member of Your group causes damage to the Lodge or its contents or incurs a need for extra cleaning. We will notify You in writing of the details of any extra costs incurred within 10 working days after the end of the Booking. We reserve the right to make a charge to Your credit card for up to 30 days from the end of the Booking.

### 4. CANCELLATION

4.1 Where You cancel the Contract:

4.1.1 at least one month prior to the date of the Booking We shall repay to You the full Price;

4.1.2 between one month and two weeks prior to the date of the Booking We shall repay to You 50% of the Price;

4.1.3 between two weeks or less prior to the date of the Booking We shall retain 100% of the Price;

### 5. LIMITATION OF LIABILITY

5.1 The following provisions of this Condition 5 set out Our entire financial liability to You in respect of:

5.1.1 any breach of the Contract;

5.1.2 any statement made by Us in connection with the Contract; and

5.1.3 any act of negligence by Us.

5.2 Nothing in these Conditions excludes or limits Our liability for death or personal injury caused by Our negligence or for fraudulent misrepresentation.

5.3 Nothing in these Conditions is intended to exclude or limit Our liability where We are not permitted to do so by applicable law.

5.4 Subject to Conditions 5.2 and 5.3:

5.4.1 Our total liability to You arising in connection with the performance or contemplated performance of the Contract shall be limited to the value of the Contract; and

5.4.2 We shall not be liable to You for any indirect or unforeseeable losses or for Your costs or expenses which arise out of or in connection with the Contract.

## **6. LODGE FACILITIES, SECURITY AND SMOKING**

6.1 You are free to make full use of the facilities at the Lodge during your stay. If You need any help during your stay You can contact a member of staff for assistance. Full contact details will be provided on arrival at the Lodge.

6.2 If your entire group leaves the Lodge at the same time, You are responsible for ensuring that the Lodge is fully secured by locking all external doors and closing the downstairs windows.

6.3 Walshaw Lodge is a no smoking house. Smoking anywhere within the property is strictly prohibited.

6.4 Unless otherwise agreed in writing by us, Walshaw Lodge is only for the occupancy of guests who have been identified to us and agreed by us in the Booking. You may not invite additional guests to visit the Lodge unless authorised by us in advance, for which we reserve the right to increase the Price.

## **7. FORCE MAJEURE**

7.1 We reserves the right to cancel all or part of the Contract if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control.

## **8. GENERAL**

8.1 If any provision of the Contract is found by any court to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall, to that extent be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.

8.2 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

8.3 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

