### **Terms & Conditions**

### **Conditions of Booking**

# **Stables Ashbourne**

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. STABLES ASHBOURNE will not be liable for any delay or non-performance if you provide us with incorrect information.

1.2 STABLES ASHBOURNE 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. STABLES ASHBOURNE 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. STABLES ASHBOURNE 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 STABLES ASHBOURNE you should contact STABLES ASHBOURNE team directly on 01335 342511 or info@stablesashbourne.com

1.4 Although STABLES ASHBOURNE will try to accommodate special requests, all Accommodation is subject to availability.

# Charges

2.1 Charges for the hire of the Accommodation and any other goods and services to be provided by STABLES ASHBOURNE 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 STABLES ASHBOURNE 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. STABLES ASHBOURNE 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 STABLES ASHBOURNE requires full payment for the duration of your stay either at the time of making your Reservation Request if our room only rate is selected, or 48 hours prior to arrival if a booking is made using our flexi rate. 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. Should payment not be received, your booing will not be honoured.

# **Cancellation & Charges**

# **Bookings from 1 – 2 rooms**

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

3.1.1 Room Only Booking – Non refundable. Flexible Bookings – Two (2) days or more prior to the first Booking Date of the Booking the full amount paid shall be refunded.

3.1.2 Room Only Booking - Fourteen (14) days prior to the first Booking Date of the Booking STABLES ASHBOURNE 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. Flexible Booking - Two (2) days prior to the first Booking Date of the Booking STABLES ASHBOURNE 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 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 Standard Booking - Non refundable. Flexible Booking - less than Two (2) days prior to the Booking Date no amount shall be refunded.

3.2 Cancellations or alterations should be communicated to STABLES ASHBOURNE team directly on 01335 342511 or info@stablesashbourne.com and STABLES ASHBOURNE will do our best to accommodate your requirements subject to the cancellation charges above.

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

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# Check In & Check Out

4.1 Check-in and check-out times are as follows:Room Check-In: from 2:30pm to 10pmRoom Departure: by 10:30am on the final morning of your stay

4.2 If you expect to arrive considerably later in the evening then please let the Accommodation team know in advance so STABLES ASHBOURNE knows when to expect you.

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

4.4 Should you exceed the check out time of 10:30am, a £50 per hour penalty will be charged to you commencing on the first minute of the first hour and each subsequent hour thereafter.

### **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 STABLES ASHBOURNE as may be made known through instructions in the welcome book or within the Accommodation or as you may be informed by STABLES ASHBOURNE 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 including balcony and terrace areas and any evidence of such activity will incur a £150 room cleaning charge.

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 STABLES ASHBOURNE 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, STABLES ASHBOURNE 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 make good or remedy.

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

### **Car Parking**

7.1Car parking is on a first come first served basis. Parking is at your own risk.

### The Restaurant

8.1 The Bowling Green Inn is open Monday to Sunday inclusive for breakfast, lunch and dinner. STABLES ASHBOURNE recommend that a reservation is made to avoid disappointment.

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

### **Your Property**

9.1 STABLES ASHBOURNE 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.

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

### Termination by STABLES ASHBOURNE

10.1 STABLES ASHBOURNE 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.

10.2 In the event that STABLES ASHBOURNE cancels the Booking or refuses the right to use pursuant to Condition 10.1 above, STABLES ASHBOURNE 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 STABLES ASHBOURNE in relation to the Booking.

10.3 STABLES ASHBOURNE 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 STABLES ASHBOURNE whereby STABLES ASHBOURNE is unable to perform its obligations.

10.4 In the event that STABLES ASHBOURNE cancels or interrupts a Booking pursuant to clause10.3 STABLES ASHBOURNE shall let you know as soon as possible and STABLES ASHBOURNE shall refund in full amount paid by you to. This shall be the full liability of STABLES ASHBOURNE in this circumstance. In

no event shall STABLES ASHBOURNE be liable for consequential damages of any nature for any reason whatsoever, including transport costs.

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

### **Data Protection**

STABLES ASHBOURNE 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 STABLES ASHBOURNE team in writing.

### **Definitions & Interpretations**

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

"Accommodation" means the Rooms that STABLES ASHBOURNE 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 STABLES ASHBOURNE which is formed following receipt by You of a booking confirmation email on behalf of STABLES ASHBOURNE 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 (4) 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 STABLES ASHBOURNE 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.