

# Talton House & Talton Lodge

## Venue and Accommodation

### Terms and Conditions for Groups and individuals

#### Definitions

- 'Client' means the client of Talton House or Talton Lodge once you have read and agreed these terms and conditions and paid your reservation & damage deposit.
- 'Contract' means the contract between the Client and Talton House or Talton Lodge and is subject to these Terms and Conditions.
- 'Function' means the function, conference or other similar Event organised by the Client or such other person nominated by the Client and which shall be held at Talton Lodge or Talton House premises.
- 'Services' means the services, including the provision of accommodation by TH or TL to the Client as specified in TH's standard confirmation
- 'Talton' or 'TH' or 'TL' means Talton House or Talton Lodge which offers catering, accommodation, functions, conferences, activities and other services as set out in the [www.taltonhouse.co.uk](http://www.taltonhouse.co.uk) and [www.taltonlodge.co.uk](http://www.taltonlodge.co.uk) websites.
- 'Guest(s)': Means anyone staying or visiting Talton.
- 'You', 'Your': refers to anyone who is considering using the services offered by TH
- 'We', 'us' or 'our' means the staff and partners working for TH.

#### The 1998 Data Protection Act and You

- Any information given when making your booking will not be disclosed to any other company without prior consent.

#### **Your stay at Talton House and or Talton Lodge**

Our invitation to treat Talton like your own home extends to taking care of it in the same way:

- Please leave the house, garden, barn and Kitchen Garden as far as possible as you found them.
- We will not deduct anything from your deposit for minor damage, for example if you break a glass or cup or have any other minor accidents, so long as you let us know so that we can replace or repair the item in question for the use or enjoyment of future guests.
- Please ask if you want to move any furniture (except outdoor furniture).
- As in your home – leave muddy shoes by the door of Talton House, no hot drinks on polished surfaces, deal with spills straight away, no trampling on the flower beds, etc.
- We will respect your privacy as requested by You, but we do have access to the house, gardens, barn and Kitchen Garden at all times.
- We may use the tennis court and games room associated with TH only if you are not using them.
- Guests using our facilities must comply with all regulations concerning licensing, fire, health and safety.
- Hazardous or dangerous items may not be brought to Talton without prior written permission.

- The Client is advised that our broadband service and computer facilities are made available on the strict understanding that You are responsible for compliance with any licensing conditions in relation to the use of such facilities. The Client will indemnify Us against all costs, claims, damages, liabilities or expenses incurred by Us as a result of any use of the broadband facilities by the Client or guests including corruption or other damage to our hardware and/or licensed software of any breach of any third party rights arising from Guests' use of the computer or broadband facilities.
- The Client will make sure that any Guests do not act in an improper or disorderly way, leave promptly at the appropriate time and comply with reasonable requests by staff.

#### Bar and Food :

- There is an honesty bar (we weigh the barrels before and after your stay) at Talton Lodge and Talton House. Beer and Cider is therefore available on tap at very reasonable prices. Good, well priced, cellar stored vintage and non-vintage, port, champagne and wine is also available and is worth a try.
- Children are not allowed behind the bar.
- If you bring your own lager beer and cider (BYO) you will need to dispose of your recycling; bottles, cans and so on yourselves.
- If you leave your lager, beer and cider BYO recycling in the bins we take £25 from your deposit for dealing with it as bin space is very limited
- No cooked food or meat should be put onto the garden compost heap in order to deter rodents.
- All food rubbish should go into the green compost bins. Please use the large green compost bins instead.
- We love to cater for guests and pride ourselves on doing it well using local and fresh ingredients. Please ask about the service.

#### Unreasonable Behaviour:

If the behaviour of any member of your party is considered to be likely to cause danger, offence, damage or distress to others, we reserve the right to cancel or terminate your stay. If this happens our responsibility to you will cease and we will not consider any refunds whatsoever.

#### Numbers attending

- a. The Client shall give details of final numbers of delegates attending a Function when requested by Talton and in any case not less than 14 days before the first day of the Function. Where any amount payable by the Client is based upon the number of delegates attending, the minimum amount payable by the Client shall be calculated based upon the latest number supplied by the Client prior to placing the order. The acceptance of any increase over the initially advised numbers will be at Talton's discretion.
- b. Where the booking includes bedroom accommodation full details of the names of persons staying, together with the type of accommodation and length of stay must be stated in writing no less than 14 days prior to the date of arrival or sooner if requested. Please see cancellation charges if numbers differ to the initial agreement when deposit was paid.

- c. Talton reserves the right to charge, in full, for any decrease from the final numbers given but in any case, the minimum chargeable number will apply.
- d. In the event that the minimum chargeable number is exceeded Talton will make every reasonable endeavour to provide service and accommodation for increased numbers and will charge appropriately for this service. Talton cannot be held responsible for the failure to provide such accommodation or Service. This also applies to fluctuations in numbers prior to the 14-day deadline where Talton may have altered the Services being provided due to reduced numbers.
- e. Talton can relocate the Function to a more appropriate space if a change in numbers occurs.

#### Damage to Premises

- **If there is significant damage to anything, or if you have not had time to clear up properly.** We will use the damage deposit to pay for replacement or repair. Otherwise we will refund your damage deposit within 1 week of your departure.

#### Cancellation

- If you wish to change or cancel Your booking in whole or in part after You have booked it with us you must inform us in writing.
- Any money you have paid in advance and in relation to your booking is not refundable if you subsequently decide to cancel,
- If you decide to change your reservation to an alternative available date then it is at the discretion of TH whether to charge you a deposit for the new reservation.
- If You, the Client cancels in whole or in part a reservation less than 12 months in advance, Talton reserves the right to claim the following sums, but shall take into account any booking obtained for the same dates from a third party:
  - Cancellation between 6 and 12 months in advance - 10% of the total anticipated charges.
  - Cancellation between 3 and 6 months in advance - 30% of the total anticipated charges.
  - Cancellation between 31 days and 3 months - 50% of the total anticipated charges.
  - Cancellation between arrival and 30 days in advance - 100% of the total anticipated charges.

#### If We Change Or Cancel The Booking:

In the unlikely event that we have to change or cancel the booking for our own convenience then a full and prompt refund will be made unless TH can secure you an alternative date that suits you. Our liability will be limited to the rooms booked and the venue fee and we will not be responsible for any indirect losses incurred.

- TH/TL reserves the right to cancel events under the following circumstances;
  - There is severe flooding, inhibiting access to the venue site
  - Agricultural disease prevents legal access to the TH venue site
  - A key member of staff dies or is struck by critical illness

- Any other reasonable and grave unforeseen circumstance.
- TH/TL will always endeavour to give the maximum possible notice of the above cancellation circumstances.
- In the event of cancellation due to the above listed and other reasonable circumstances, any advance fees and deposits are not necessarily refundable.
- However TH will always do whatever possible to rearrange bookings for an alternative mutually convenient, available date (IE a date when TH does not have an existing booking). TH will not charge you additional advance fees or deposits for the replacement event date.

Deposits and charges:

a) Any booking is confirmed when Talton has acknowledged receipt from the client of a deposit of £400 - £600 or full payment. If the deposit is not paid within 28 days of the date of the proposed event Talton may in its sole discretion make other use of the facilities and shall not be liable in any way to the Client.

b) Where credit has not been granted the balance of the payment is to be paid two calendar months prior to the event.

c) If there are any queries on any part of an invoice the Client will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.

d) Talton reserves the right to withdraw credit facilities at any time without notice.

e) The granting of credit is at the sole discretion of Talton. If credit is required You must make a request for such credit at least four weeks prior to the event. A credit search may be made.

f) All prices payable by the Client for services Talton provides to the Client shall be as set out on the invoice. If additional items or requests are added, we will add charges for those to the invoice. We reserve the right to amend prices up to 28 days prior to your booked date. If you book before the next year's prices have been agreed you will be advised of a guide price and then informed of the exact price when it becomes available. If you wish to cancel your booking at this time a full refund will be given if we are notified within 14 days.

If numbers reduce less than 14 days before your arrival we reserve the right to charge you for the original number you booked in.

If you decide to use Talton House or Talton Lodge additional accommodation for your event, there is an additional damage/reservation deposit £400.

The food bill becomes due by the event date.

Accommodation:

- Your accommodation fee is due 2 months before your arrival.
- Maximum staying guests at TH is 24 and 28 at TL.
- You must give us numbers at the time of booking.
- You must seek permission for any daytime only guests you are planning to have (max 10) for whom we may charge a reasonable additional day rate.
- Cots for children are £10 extra per night
- Other prices are listed on the websites of TH and TL

### Smoking

**No smoking is allowed in bedrooms and indoor public areas**

### Campfires:

- You can have campfires in the allocated spaces at TL only. However you must ask TL for permission to have a campfire.
- **You must not burn the wood that has been chopped as it is designed for use only in the enclosed wood-burning fires that TL provides.**
- You are welcome to forage for un-chopped, loose wood that you find scattered about in the copses and woods belonging to TL.

### Fires in general:

- **Please read the fire regulations written by TH/TL before you use or light any fires whatsoever at TH/TL. The instructions are designed to keep you and your belongings safe so it makes sense to follow them carefully.**
- **You are responsible for accidental fire damage to people and possessions caused by your own negligence or your failure to follow the fire regulations and instructions provided by TH/TL.**

### Music and Noise:

- No amplified music is allowed.
- **All music must be inaudible outside by 10.30pm on weekdays and Sundays and by 11.30pm on Friday and Saturday unless you have gained special permission from TL or TH in writing to have music until later.**
- You must not make a noise that is likely to disturb neighbours and local residents.

### Activities:

- TH & TL can help arrange a variety of activities for groups of guests to take part in during their stay. We will recommend instructors who we believe are covered by the appropriate insurance and have instructor qualifications but you must check their qualifications and insurance yourselves prior to taking part in activities under their supervision. TH/TL also have public liability insurance to cover activities that take place at Talton **except Canoeing which guests must undertake at their own risk knowing that only their own travel insurance may cover any misadventure or accident.**
- If you choose to take part in any activity at Talton House, you do so at your own risk.

### Dogs:

- TH and TL do not allow dogs.

Children:

Although we endeavour to keep TH and TL safe places, there are permanent hazards like the stream, and temporary hazards like wood burners, glasses left on grass by guests, etc. Therefore it is critical that you make all guests aware that their safety and that of their children is their responsibility at all times. We love to have children to stay here however there are hazards associated with an outdoor venue that it is your responsibility to warn children about:

- Please do not let children chase chickens and other poultry, sheep, etc. as the animals do not like it.
- Do be careful not to leave glasses on the lawn or anywhere near the ground as they pose a real danger to children running around in bare feet.
- Children are not allowed behind the bar
- They must be discouraged from picking excessive amounts of fruit, especially when fruit is not yet ripe.
- The stream and the higher platforms
- Bare footed wandering can be dangerous due to the potential for broken glass and poultry pooh.