

TERMS AND CONDITIONS

These Terms are applicable to all Contracts of any kind made by The Mole & Chicken ("TMC") and its clients ("the Clients") and apply to all reservations, bookings and agreements for accommodation at TMC.

Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of TMC. The Contract is conditional on the payment of the Deposit.

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

"Arrival"	means the date on which the Facilities are to be provided or shall start to be provided by TMC;
"Client"	means the person for whom TMC 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;
"Premises"	means the publically accessible parts of TMC
"Services"	means the provision of options by TMC for the Client described in writing by TMC in the Schedule 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 on the website or in any brochure of TMC or other published literature relating to the Services in force from time to time;
"Terms"	means these terms and conditions.

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

2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

2.1 If TMC confirms the reservation this Contract is conditional on the Client supplying credit card details, the supplier of such details being the authority for charges to be deducted by TMC (including cancellation charges) on the payment terms outlined in the Schedule.

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

3. SUPPLY OF THE SERVICES

3.1 TMC shall provide the Services to the Client subject to the Contract.

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

4. CHARGES

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

4.2 TMC may vary the Standard Charges from time to time.

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

5. DEPOSIT PAYMENTS

5.1 Deposits are non refundable.

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

6. PAYMENT

6.1 The payments to TMC 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.

6.2 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 TMC.

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

6.4 Cash, cheques or a valid credit or debit card is acceptable as payment.

7. CANCELLATION CHARGES ("NO SHOWS")

7.1 The Client agrees to pay charges to TMC 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.

8. VARIATION IN SERVICES REQUIRED

8.1 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 TMC in writing.

9. LIABILITY OF TMC

9.1 When TMC supplies the Services which include any services supplied by a third party, TMC 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 TMC.

9.2 TMC 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.

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

10. TERMINATION

TMC 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.

11. CLIENT RESPONSIBILITIES

11.1 Arrival times for accommodation at TMC are between noon and 15:00 and 18:00 and 21:00 and departure time is by 11.00am. These times must be adhered to by the Client on all occasions.

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

11.4 Should a resident of the hotel wish for any item to be received or held by TMC 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. TMC is not liable for any flood, fire or damage to the items.

11.5 Smoking in all public areas of the hotel including the Restaurant is prohibited.

11.6 TMC reserve full rights to charge the Client for any damage the Client may cause to the Premises including but not limited to the toilets; locks; fabrics; carpets; appliances and televisions.

12. PETS

12.1 TMC regret that pets are not permitted at anytime in bedrooms.

13. CHILDREN

13.1 Well behaved and supervised children are welcome at TMC.

13.2 The Client shall at the time of booking inform TMC of any requirements in respect of children.

14. CAR PARKING

14.1 The Client shall on arrival at TMC park their vehicle at the rear of the pub.

14.2 TMC shall have no liability whatsoever to the Client for any loss or damage to the Client's vehicle throughout the duration of the Client's stay at TMC.

15. DATA PROTECTION

15.1 TMC will obtain and use personal data about the Client, such as names and addresses, in accordance with the Data Protection Act 1998 which sets out the basis on which any personal data TMC receive from the Client or the Client provides to TMC will be processed by TMC.

15.2 TMC will not sell, disclose or pass the Client's personal data to anyone else except as required under the Data Protection Act 1998.

15.3 The Client has the right, subject to the payment of a small fee, to request access to personal data which TMC may process about the Client.

15.4 The Client has the right to require TMC to correct any inaccuracies in the Client's data free of charge.

16. GENERAL

16.1 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.

16.2 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.

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

SCHEDULE

HIRE OF THE WHOLE PREMISES - Friday and Saturday Evening and Sunday Lunchtime -		
TIMETABLE	PAYMENT REQUIRED	CANCELLATION CHARGES
On booking	£1,500 non-refundable deposit	-
Less than 6 weeks notice	-	£20 per person

HIRE OF THE WHOLE PREMISES - Friday and Saturday Lunchtimes -		
TIMETABLE	PAYMENT REQUIRED	CANCELLATION CHARGES
On booking	£500 non-refundable deposit	-
Less than 6 weeks notice	-	£20 per person

BLOCK BOOKINGS (5 Rooms or more)		
TIMETABLE	PAYMENT REQUIRED	CANCELLATION CHARGES
On booking	£20 per room non-refundable deposit	-
6 weeks or more notice	-	-
Less than 6 weeks notice	-	50%

GROUP BOOKINGS (3 or 4 Rooms)		
TIMETABLE	PAYMENT REQUIRED	CANCELLATION CHARGES
On booking	£20 per room non-refundable deposit	-
2 weeks or more notice	-	-
Less than 2 weeks notice	-	50%

ROOM BOOKINGS (of up to 2 Rooms)		
TIMETABLE	PAYMENT REQUIRED	CANCELLATION CHARGES
On booking	No deposit required	-
48 hours or more notice	-	-
Less than 48 hours notice	-	100%
No notice	-	100%

OUTSIDE BARBEQUES		
TIMETABLE	PAYMENT REQUIRED	CANCELLATION CHARGES
On booking	-	-
48 hours or less notice	-	£10 per person