

# The Portbyhan Hotel



The following Terms and Conditions apply to all bookings made with Edwards Hotels Ltd T/A Portbyhan Hotel, whether online via the individual hotel website, by telephone or otherwise. Please note that for promotional bookings all relevant additional terms and conditions should be consulted.

## 1. Definitions

“Advance Purchase Rates” means the rates as specified at clause 3

“Best Available Rates” means the rates as specified at clause 4

“Booking” means the booking for accommodation, functions and/or any other services or items made with us.

“Company” or “we” means Edwards Hotels Ltd T/A Portbyhan Hotel (company number 08482947) whose registered office is at The Courtyard Parc Busnes Edwards, Llantrisant, Pontyclun, Wales, CF72 8QZ.

“Contract” means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

“Hotel” means Portbyhan Hotel.

“Promotional Rates” means the rates as specified at clause 5

“Terms” means these terms and conditions.

“Website” means [www.portbyhan.com](http://www.portbyhan.com) or any other website owned or operated by us relating to a Hotel from time to time.

“VAT” means value added tax.

All bookings at the Hotel are subject to these Terms.

If your booking includes dinner, a preferred dinner time is allocated automatically, if you have a preference we kindly request you contact the Hotel to confirm. We cannot guarantee a table in the restaurant in the evening for guests on bed and breakfast terms and you should contact the Hotel direct to make a reservation. Please note that the price being offered currently cannot be guaranteed should you not complete your Booking at this stage. Menu tariffs are subject to change and are provided for indicative purposes only.

All rates featured on the Website or quoted by telephone or otherwise are offered subject to availability and we reserve the right to refuse any booking for good reason. We offer a choice of bed and breakfast or dinner, bed and breakfast rates. All prices are subject to availability.

## 2. Pricing

We offer a full range of packages and pricing, as detailed below. Our packages and pricing will fluctuate depending on availability and demand at any given time. All prices are subject to change without notice and are subject to availability and are only inclusive of any meals, service or VAT (at

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the current prevailing rate) if specified in writing. Your price is guaranteed once you have been given a confirmation number.

All prices will be shown on our Website, and quoted by our staff in Pounds Sterling. Any payment collected online will be in Pounds Sterling.

### **3. Advance purchase rates**

If applicable to the Hotel, Advance Purchase Rates are available 7 days or more before the date of arrival, and are fully prepaid at the time of Booking. Advance Purchase Rates are non-refundable and non-transferable. The credit/debit card used to book the Advance Purchase Rate must be presented to reception on arrival at the Hotel.

### **4. Best available rates**

To provide you with best available price on any given day of the year, we operate a sophisticated price management system, which enables us to guarantee you the best quote for the period of your stay at the time of your enquiry. Our Best Available Rates allow you to alter or cancel your booking up until 12 noon, seven days prior to your arrival without charge. Cancellations made after 12 noon, until two days prior to your arrival will result in 50% of the total cost being retained. Cancellations made after 12 noon 48 hours of arrival will result in 100% of the cost being retained.

### **5. Promotional rates**

These rates will require a promotion code. Separate terms and conditions may apply which will take precedence over these Terms.

For the avoidance of doubt, your price does not include any incidental charges which you may incur during your stay. Such charges will be payable by you on your departure and, in the event that you fail to pay any such incidental charges, you irrevocably authorise us to debit your credit or debit card the amount of any shortfall.

### **6. Availability**

During seasonality, Bank holidays, social events, conference and exhibitions certain rates may not be available. Certain dates may be subject to a minimum length of stay. All rates are subject to availability.

### **7. Single guests**

Individual guests using a single room (where available) may benefit from a reduced rate at the Hotel. When no single room is available, individual guests may book a double or twin room for sole occupancy. These rooms may carry a supplement at the Hotel. Please ask at the time of Booking.

### **8. Children**

Children under the age of three can stay and eat free at the Hotel, when sharing a room with two paying adults on the same meal basis. For Children from the ages of 3 to 12 years charges will apply. Availability of suitable rooms is limited and portable beds may need to be used where such accommodation is sought. The Hotel will determine whether a room is suitable for the purpose of this offer. Children staying in their own room will be charged 100% of the full adult rate paid by the

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accompanying adults. All children (a person under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times.

## **9. Guests with impaired mobility**

The Hotel may offer modified facilities for guests with impaired mobility. Guests with impaired mobility or other particular requirements should check with the Hotel in advance that their requirements can be met. Please call the Hotel direct for details.

## **10. Dogs**

Guide dogs are accepted at all our hotels with prior arrangement. Dogs are permitted in some rooms, please call the hotel direct for details and charges. No other pets are permitted.

## **11. Car parking**

There is no parking facility available at the hotel. For further information on parking availability and procedures, please check with the Hotel. Cars and their contents are left at the owner's own risk and we do not accept responsibility for loss or damage.

## **12. Guest behaviour**

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Guest displaying symptoms associated with a possible COVID-19 infection will be asked to leave the Hotel with immediate effect. Where this is the case, we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

## **13. Damage**

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing or damaged when you leave.

## **14. No smoking**

Guests are not permitted to smoke in rooms or public areas at the Hotel. Smoking in our premises outside of the designated smoking areas will result in a £150 fine.

## **15. Arrival and departure**

Hotel rooms are available from 3pm on the day of arrival. Rooms must be vacated by 10am on the day of departure, unless otherwise sanctioned at the discretion of the Hotel manager. These times may be varied from time to time at the Company's discretion. In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference and their passport/identity card/driving licence.

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## **16. Meal arrangements**

Rates which include breakfast offer a full traditional or continental breakfast with tea or coffee, unless stated otherwise. Rates which include dinner, an allowance is allocated towards dining from the à la carte menu. There is no refund for meals which are not taken by guests and lunch cannot be taken in place of dinner without prior agreement from Hotel Manager.

## **17. Booking information**

Call the Hotel direct on 01503 262071 or book online at <https://www.portbyhan.com/>.

When you make your Booking you will be asked to guarantee your booking with a valid debit/credit card if booked on Best Available Rates, or to prepay if booked on our Advance Purchase Rates or Promotional Rates.

## **18. Group booking**

A Booking of four rooms or more is classified as a group and is subject to our Group Terms & Conditions of business, which differ from our Best Available and Advance Purchase rates. You will be given these terms and conditions at the time of booking.

## **19. Balance of monies outstanding**

Prior to your departure from the Hotel you will be required to settle your bill.

On arrival you will be asked to produce a valid credit card for the Hotel to take pre-authorisation for the full amount of your stay. If you are settling your account in cash or with a debit card, you will be asked for a deposit to cover the cost of your room for your stay. The Hotel accepts all major credit cards, including MasterCard and Visa.

## **20. Gift vouchers**

Hotel gift vouchers should be presented on check-in or when paying for your meal.

## **21. Credit card transactions**

There is no charge for the use of Credit or Debit cards at the Hotel.

## **22. Cancellation & amendments**

Advance Purchase Rates and or Promotional Rates are non-refundable and non-transferable and full pre-payment will be forfeited.

Our Best Available Rates allow you to alter or cancel your booking up until 12 noon, seven days prior to your arrival without charge. Cancellations made after 12 noon up until two days prior to your arrival will result in 50% of the total cost being retained. Cancellations made after 12 noon up until 48 hours of arrival will result in 100% of the cost being retained. Promotional rates may only be cancelled in accordance with the specific terms applying to that rate which will be advised at the time of Booking.

A cancellation number must be obtained to ensure that minimum charges are levied.

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Whilst every effort is made to fulfil any particular requests which you may make in relation to your stay with us, please note that these requests do not form part of the Contract and we cannot guarantee that we will be able to meet any particular requests. Your Booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If we need to move you to a different room during your Booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

In the event that we need to change the date of your Booking for any reason, we will provide you with alternative availability for a date within a maximum period of 24 months of the original Booking. Only in the event that we are unable to provide you with alternative availability within 24 months of the Booking you shall be entitled to cancel the reservation with a full refund payable in full and final settlement of all claims.

## **23. Force majeure**

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **24. Limitation of liability**

The Company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 or any other applicable law.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

## **25. Governing law and jurisdiction**

The Contract and any non-contractual obligations arising in connection with it are governed by English law.

The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

## **26. Web site information**

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While all reasonable efforts have been taken to ensure the accuracy of information on the Website, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Website without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or the Hotel.

The content of the Website is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trademarks used on the Website are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

The Website is operated by the Company.