

Restaurant & Private Dining Terms & Conditions

Terms & Conditions

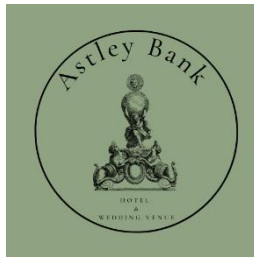
1. Introduction

These are the terms and conditions that apply when you reserve a table at the Othello's Restaurant within the Astley Bank Hotel.

We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

2. Reservations

To reserve your table please fill in your details on our website or call the hotel on 01254 777700. You must be at least 16 years old to make a reservation. Please check that all the details are complete and accurate before you confirm your reservation. We will not be liable for any delay or non-performance if you provide us with incorrect information. If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us to discuss.



Astley Bank requires a full deposit for extremely busy dates (Christmas period, NYE, Valentine's Day, Mother's Day, Easter Sunday and Father's Day). Also, a full deposit is required for all afternoon tea bookings. **24-hour notice is necessary for afternoon tea bookings**, as our chefs prepare everything from fresh. These deposits are non-refundable. Please feel free to contact us for more information.

3. Large/Group reservations

A reservation of 8 persons or more requires a deposit of £10 per person to be paid. This deposit is non-refundable.

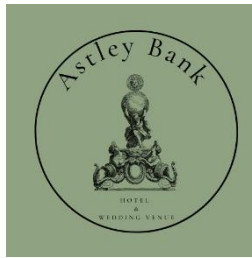
4. Special requests

Although Astley Bank will try to accommodate special requests, these are subject to availability.

5. Payments

Payment may be made by cash, credit/debit card (Visa, MasterCard, American Express, and Maestro). The expiry date of your debit/credit card must be later than the date of your table reservation. We do not accept personal cheques or family discount cards.

All prices are inclusive of VAT at the applicable rate at the time of your reservation.



6. Cancellations

If you haven't paid a deposit, you are able to cancel your table reservation at any time free of charge. If, however, a deposit has been paid the amount will not be refunded to you, except under special circumstances.

6.1. Our right to cancel

We may cancel your reservation at any time with immediate effect by giving you notice (written or verbal) if:

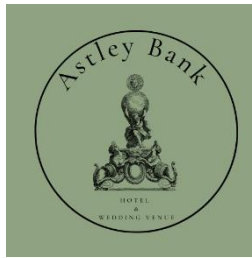
- you do not pay us when you are required to do so; or
- you break the contract between us in any other material way.

If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract.

6.2. Events outside our control

We may also cancel your reservation if an event outside of our control (including industrial action, lockdown, explosion, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your table reservation available to you. In this case, we will contact you to let you know as soon as possible and:

- if you have already paid for your reservation, we will move you reservation onto a future date or we will refund your payment to you; or
- if you have not yet paid for your reservation, you will not have to make any payment to us.



We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control.

7. Allergies

Should you have any allergies/dietary requirements, please inform us and we will be happy to assist. Please note all of our dishes are prepared in a kitchen where cross contamination can occur, and we cannot guarantee an allergen free environment.

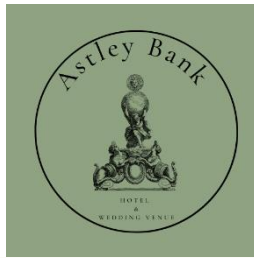
8. Private Dining

If booking one of our private dining areas please note that the room allocations are for a **3-hour slot**, this would include the decorating and undecorating of the room which is solely your responsibility. Once you have vacated the room, if our other lounges are available, you are welcome to use those to continue socialising with your guests, but please note that this is subject to availability.

Pre-orders are required for **numbers of 12 and above, 48 hours prior to the booking** unless we have confirmed otherwise.

All deposits are non-refundable and are classed as acceptance of these terms and conditions.

Costs of any damage or repairs to Astley Bank Hotel resulting from activities in the private room hire will be incurred by the client.

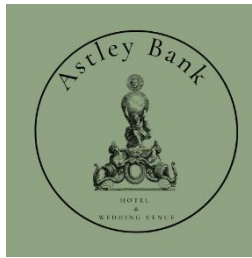


9. Astley Bank expectations of you (and your group)

You must not:

- a) smoke anywhere inside any Astley Bank premises. This includes the smoking of e-cigarettes. The only permitted smoking area is located in the Smoking Garden and other outside designated areas. There are no Smoking areas with the Astley Bank Building. Smoking on Astley Bank premises outside of the designated smoking area will result in a £100 fine;
- b) bring any pets onto Astley Bank premises, with the exception of assistance dogs;
- c) bring any potentially dangerous or hazardous materials or equipment onto Astley Bank premises;
- d) tamper with any fire alarms or emergency equipment;
- e) remove, damage or destroy any Astley Bank property;
- f) use any of the technology provided by Astley Bank to download or access any unlawful or obscene material; or
- g) cause unreasonable disturbance to our other guests or any Astley Bank staff.

If you or your group cause damage or loss of any kind to the hotel, other guests or their property, you (as the person making the booking) will be responsible for that damage or loss. You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise market or otherwise offer any Astley Bank restaurant booking for sale either on its own or as part of a combined offer. Astley Bank will not honour any reservations made in this way and does not accept any liability for doing so.



If you or your group cause damage to the hotel, other guests or their property, or otherwise breach any of these terms and conditions, Astley Bank reserves the right to:

- a) cancel your reservation with immediate effect and (if appropriate) eject you from Astley Bank premises;
- b) retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- c) refuse future reservations from you and/or refuse you entry or accommodation at our hotel.

Astley Bank will not be liable for any refund or compensation in such circumstances.

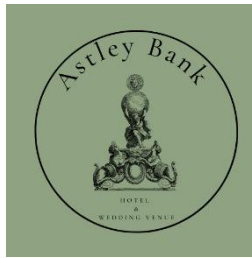
10. Disclaimer

Astley Bank cannot accept any responsibility for loss or damage to equipment, personal property or vehicles while on Astley Bank premises.

11. General

11.1 Your information

We process information about you that you provide when making a reservation at our hotel 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.



11.2. The contract

This contract formed when we confirm your reservation is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

11.3. Your rights

As a customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

11.4. Our liability

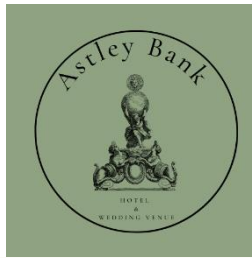
We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

If we breach these terms and conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, for any indirect or consequential losses including:

a) loss of income, sales or revenue;



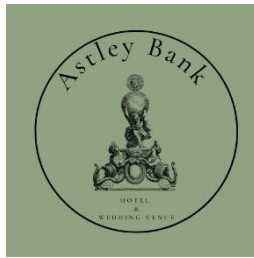
- b) loss of business;
- c) business interruption;
- d) loss of profits or contracts;
- e) loss of anticipated savings;
- f) loss of data;
- g) loss of reputation and/or goodwill; or
- h) wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the

Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

The hotel does not accept responsibility for loss of or damage to any items of value (including but not limited to cash, jewellery and electronic items such as laptops, cameras, and phones) unless deposited with the reception desk for safe keeping.

The hotel is entitled to rely on the limitations of liability for lost or damaged property contained in the Hotel Proprietors' Act 1956, a copy of which will be displayed in reception. Where applicable, the hotel's maximum liability for lost or damaged property is limited to £50 per item and £100 per guest.



12. Applicable Law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.

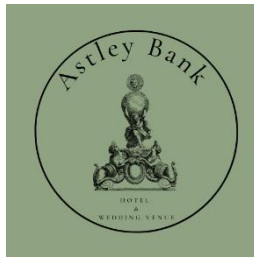
If you are a consumer you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from or related to, your reservation and/or stay at any Astley Bank hotels. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident in Scotland, you may also bring proceedings in Scotland.

If you are making a business reservation, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from or related to your reservation and/or stay at any Astley Bank hotel.

13. Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

All rights not expressly granted in these terms and conditions are reserved.



14. Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please email: sales@astleybank.co.uk or stath@astleybank.co.uk (Manager), telephone us on 01254 777 700 or write to us at:

The Astley Bank Hotel & Conference Centre

Bolton Road

Darwen

BB3 2QB