

The following Terms and Conditions apply to all bookings made at Bryn Meadows Golf Hotel & Spa. We kindly ask that you take a moment to read them prior to making a Booking.

The Company enters into this Agreement as principal for Bookings made for the hotels it owns and as agent where a Booking is made for a hotel that it operates on behalf of the Hotel Owner. The booking confirmation will clearly state the identity of the Owner.

In these Terms and Conditions the following definitions apply:

## 1. Definitions

**“Company” or “we”** means Bryn Meadows Golf & Country Club Ltd known as Bryn Meadows Golf, Hotel and Spa whose registered office is at the Bryn Meadows Golf, Hotel and Spa, Maesycwmmmer, CF82 7SN.

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

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

**“Hotel” or “Resort”** means the premises for which your Booking is made.

**“Terms”** means these terms and conditions.

**“Websites”** means [www.brynmeadows.co.uk](http://www.brynmeadows.co.uk) or any other website owned or operated by us relating to a Hotel from time to time.

**“VAT”** means value added tax.

## 2. Accommodation and Hotel Bookings

All Bookings at the Hotel are subject to these Terms.

At the time of booking or at check-in for incidentals, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

In the event of a breach of any term of the Contract we reserve the right to terminate the Contract at any time without prejudice to any other right we may have.

Bookings made with external partners / 3<sup>rd</sup> party travel sites are subject to their own terms and conditions and do not fall under the Company’s. Any amendments, cancellations, and general queries should be directed through them.

### **3. Charges**

The prices displayed on the Websites for accommodation are an average per night until a rate is selected. Any meals, service or VAT (at the prevailing rate) are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected, the total for your requested stay shall be displayed on the reservation summary. Prices shall be charged in the local currency of the Hotel and any currency conversion facility is provided as an approximation tool only, please refer to the Currency Disclaimer for more details.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date. VAT receipts can be issued on the date of departure.

Price lists for additional items, such as restaurant meals and room service, are on display at relevant locations within the Hotel and are available on request.

Group bookings are subject to additional terms and conditions.

### **4. Check-in / Check-out Time**

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. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of your passport/identity card and details of their next destination.

These records will be kept for up to 7 years and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 3.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 2.00 p.m. day prior to arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 10:30am (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details please contact the Company or the Hotel.

## **5. Payment**

We accept the following methods of payment: credit cards: American Express, MasterCard, Visa; debit cards - Visa/Delta and Visa/Electron.

At the time of check-in we will authorise the accommodation charges (room rate, VAT and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorisation by another valid form of payment, including cash or cheque.

During your stay the Hotel's system will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, further authorisation will automatically be requested and if such authorisation is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to your room.

All outstanding charges must be paid for in full on check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

Gift vouchers can be exchanged for goods and services at Bryn Meadows Golf Hotel & Spa. All vouchers are non refundable and non transferable and cannot be exchanged for cash. If the intended purchase is for a higher amount than the face value, the difference will need to be made up in cash; for a lower amount no change can be given. We reserve the right to discontinue a voucher at any time or to modify any offers. Vouchers cannot be replaced if lost, stolen or damaged. The date which each voucher is valid is noted, the voucher cannot be used after this date. Vouchers must be produced at the time of use. A guarantee on a credit or debit card will be taken, and will be used if the voucher is not produced or does not meet the above. Bookings cannot be made on our website if you want to pay with a gift voucher, these do need to be made directly with the Hotel.

## **6. Cancellation Policy and No Shows**

The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at booking.

For rates marked as "Best Available rate" - These are cancellable without charge up to 12.00 noon local time on the day prior to arrival. Cancellation and non-arrival charges apply after the relevant time and will be charged to the credit/debit card supplied at the time of booking. We reserve the right to charge for one night's accommodation per room booked if the above cancellation requirements are not met.

For rates marked "Pre payment required" - We require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment. All deposits are non refundable and non transferable.

We do recommend that upon making a reservation you do take out adequate travel insurance.

## **7. Changes or Cancellation by the Company**

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

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.

We will use our best endeavour to ensure that guests are accommodated in the hotel but we reserve the right to use another hotel of an equivalent or higher standard to accommodate such guests. Rooms are subject to maximum occupancy rules set by the hotel.

## **8. 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 when you leave.

## **9. Accessibility**

Dependent on your individual needs a selection of specifically designed rooms is provided at our hotel.

Please contact our reception or reservations team on 01495 225590 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

## **10. Fusion Wellness Leisure Club**

Guests who have booked accommodation may add on the use the leisure club throughout the duration of their stay. Use of the leisure club facilities is from 3.00pm on the date of arrival until 10:30am on the date of departure. A condition of using the facilities is that you must comply with the club's rules, a copy of which is available at the club reception. Charges may apply for use of some facilities, please enquire at the Hotel for further details.

Children under 16 years of age must be accompanied by an adult at all times. For health and safety reasons children under 16 are not permitted to use the gymnasium and children under 16 are not permitted to use the sauna, spa bath or steam room. When using the leisure facilities there must be 1 adult per child. They can use the pool only between 10.00am-12.00pm and 2.00pm-6.00pm Monday to Friday and 10.00am-6.0pm Saturday and Sunday as well as during half term and public holidays.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Hotel guests informed of these circumstances however this may not always be possible. If any facility is a significant reason for your choice of stay, we would advise you to check directly with the Hotel in advance of arrival.

## **10b. Fusion Spa**

We ask guests to arrive at least 20 minutes before their first treatment is due to start. If you arrive late we may need to reduce the duration of your treatments and unfortunately no refund will be given for the time deducted. The majority of our spa days include use of a robe, towel and slippers. Only one robe and pair slippers will be provided for overnight stays, you can get a fresh towel each day. It is advisable not to wear jewellery during treatments. For most treatments it will be appropriate for you to wear your underwear or swimwear under a robe.

Please respect your fellow spa-user's right to peace and privacy whilst in the spa. We request that all our guests keep noise to a minimum and all mobile phones are switched off or are on silent. You should be aware that no pictures can be taken in the changing rooms or in the poolside area, for the comfort of other guests. Mobile phones are not allowed in the treatment or relaxation rooms. To provide an adult orientated atmosphere, guests receiving treatments and visiting the thermal suite must be over 16 years of age.

Some treatments are not suitable for certain medical conditions. If you wish to have a treatment and suffer from any of the following, please inform us at time for booking:

- Heart or circulatory problems, high or low blood pressure, diabetes, epilepsy or thyroid problems
- You are pregnant
- You have suffered from cancer in the past 5 years
- You suffer from any allergies
- Had recent operation

If you have a medical condition and would like to discuss the options available to you, we will be happy to offer guidance and assistance.

Please ensure that you have booked your treatments directly with the spa before arrival.

Payment can be made by all major credit / debit cards. Please note we reserve the right to raise prices or modify treatments without prior notice. Full payment is taken at the time of booking and is non refundable and non amendable. If you cancel 48 hours before your booking a refund of 50% will be returned to you. This excludes offers and last minute deals.

If you are paying with a voucher, you must bring that voucher with you on the day. If the intended purchase is for a higher amount than the face value, the difference will need to be made up in cash; for a lower amount no change can be given. We reserve the right to discontinue a voucher at any time or to modify any offers. Vouchers cannot be replaced if lost, stolen or damaged. The date which each voucher is valid is noted, the voucher cannot be used after this date. Vouchers must be produced at the time of use. A guarantee on a credit or debit card will be taken, and will be used if the voucher is not produced or does not meet the above. Bookings cannot be made on our website if you want to pay with a gift voucher, these do need to be made directly with the Hotel.

We do ask that you give us 48 hours notice if you need to cancel your spa booking, this will result in the loss of your 50% deposit. No shows and on the day cancellations will be charged in full.

## **11. The Golf Course**

The course manager reserves the right to close the course at any time that they deem necessary. No allowance can be made for tee-times not utilised or rooms not occupied during the period of the booking. No refunds will be given for the course being closed. Please contact the Golf Team in the 24 hours prior to your arrival to check on the status of the course including if buggies are permitted onto the course.

Whilst a certificate of playing ability is not essential on our courses, knowledge of etiquette and the rules of golf are expected and we reserves the right to refuse access if it is judged that individuals do not display the required knowledge. We cannot be held responsible in these circumstances.

Appropriate dress and footwear should be worn at all times on the course. For example, jeans should not be worn on the golf course. We cannot accept any ruling by the golf course if you or any of your group is unable to play due to inappropriate attire.

The golf course is maintained throughout the year, to the highest standard possible. It is therefore inevitable maintenance work will be carried out. The timing of this work is dependent on prevailing conditions and cannot always be foreseen. You will be informed of any scheduled work in advance. Any concerns over the state of the course should be raised with the Golf Team at any time.

Please ensure that you have booked your tee times directly with the golf team before arrival as specific times are not guaranteed.

Please note; you are unable to walk on the golf course as play will be throughout daylight hours, unless you have booked a tee time. Any damage will result in the appropriate charge.

### **11b. The Golf Simulator**

Pre booking is essential, as times cannot be guaranteed on the day. No pre-payment is taken, unless specified. However, full payment is required before proceeding into the Virtual Golf Studio. Own clubs can be used, but Pro Shop staff will need to ensure that the clubfaces are clean and dirt/sand free. Demo clubs are available to use, if you do not have or want to bring your own. Only the golf balls provided must be used, and these must not be removed from the premises. It is recommended to wear trainers or spike-less golf shoes in the room, and these should be clean and dry. Food and drink should be kept on the tables provided, and not inside the simulator bays or near the putting green. We ask guests to arrive at least 15 minutes ahead of your booked tee-time to check in, select a course, choose course conditions, change shoes, etc.

### **12. Blas Restaurant, Winners Bar and Private Dining**

If it is included within your package a table or private room will be reserved for you and you will be informed of the location and time in advance. We do reserve the right to change the location, and you will be informed of this in advance. In some instances we will require a pre-order. It is essential that any dietary requirements and medical allergies are provided to us before your arrival.

External catering is not permitted at the resort, and prior written agreement is required for exceptions to this. Blas Restaurant serves breakfast, light lunches, afternoon tea and an evening a-la-carte menu. Winners Bar serves a hot and cold snack menu throughout the day.

Private dining and events are also held at the resort throughout the year including weddings, entertainment and parties.

The resort undertakes no liability for the shelf life of the food which is taken away or taken offsite for private consumption. If you wish to take any food off site, a disclaimer will need to be signed.

### **13. Parking**

Our car parking is complimentary, and all owners leave their cars at their own risk. The management will not accept responsibility for damage, accident or loss.

### **14. Hotel Events**

Please be aware that at certain times throughout the year our hotel may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Hotel directly in advance of your stay for further information.

Events hosted by the Hotel are fully payable at the time of booking and are non refundable and non amendable. One payment only per group is permitted, and individuals should go through the party organiser.

We do reserve the right to change the location, and you will be informed of this in advance. In some instances we will require a pre-order. It is essential that any dietary requirements and medical allergies are provided to us before your arrival.

Private, Group, Wedding and Christmas bookings are subject to additional terms and conditions.

### **15. 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. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

### **16. No Smoking and Drugs**

Guests are not permitted to smoke in their bedrooms, on the bedroom balconies or on the bedroom patios. Smoking is also not permitted by the main entrance or in public areas. Guests are asked to use the designated smoking areas. Any damage will result in the appropriate charge. Guests found possessing or using illicit drugs, as defined by law, during the conference or at social events will be required to leave immediately and may be held criminally liable.

### **17. Children**

All children (a person under 18 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times.



Cots and extra beds are available in the hotel. However, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

### **17b. Babysitting**

Babysitting service is not available at the hotel.

### **18. Pets**

Guide dogs are accepted with prior arrangement, but otherwise no pets are allowed at the Hotel.

### **19. Privacy Notice**

At Bryn Meadows Golf Hotel & Spa we are committed to maintaining the trust and confidence of suppliers, customers, business contacts, employees and other people the organisation has a relationship with or may need to contact.

In particular, we want you to know that Bryn Meadows Golf Hotel & Spa is not in the business of selling, renting or trading email or data lists with other companies and businesses for marketing purposes.

When we receive personal data from a customer or potential customer, including business cards, in order to provide goods or services, and for legitimate interests of the business, you may be contacted directly by a member of staff including email, telephone calls, text messages, direct mail or internet messaging.

Subscription to our direct marketing databases are through prize draws, on our website and membership. You can also be added to this when you have made bookings through one of the resorts departments. Please be aware you can be removed from these lists or unsubscribe at any time, following the instructions provided or by contacting the resort.

Our Privacy Policy provides detailed information on when and why we collect your personal information, how we use it, the limited conditions under which we may disclose it to others and how we keep it secure.

We also have a Data Policy which details our needs to gather information and use certain information about individuals. These can include suppliers, customers, business contacts, employees and other people the organisation has a relationship with or may need to contact. This policy describes how this personal data must be collected, handled, stored and used to meet the company's data protection standards and to comply with the law.

A copy of both of these are available on our website [brynmeadows.co.uk](http://brynmeadows.co.uk) or can be emailed to you on request.

### **20. 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.

While all reasonable efforts have been taken to ensure the accuracy of information the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured without notice.

## **21. 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 Guest is liable for all damages they cause including to the resort building, fixtures and fittings, and its equipment. We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred during your stay (including without limitation specialist cleaning).

The Company will not be liable for any indirect, consequential loss or pure economic loss (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 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.

## **22. Governing Law and Jurisdiction**

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

The Welsh / 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 Welsh / English courts (on the grounds that the Welsh / English courts are not a convenient forum or otherwise).

## **23. Web Site Information**

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, 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 Websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or area of the hotel.

The content of the Websites 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.

Trade marks used on the Websites 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 Websites are operated by the Company.