



# Llanerch

## Restaurant

Our terms and conditions



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# 1. Information About Us

- 1.1 We are a company registered in England and Wales. Our company registration number is **1317994**.
- 1.2 Your reservation is with Calon Lodge (UK) LTD trading as Llanerch Vineyards whose company number is **13179994** herein after referred to as "Llanerch", "We" or "Us".
- 1.3 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team on **01443 222 716** or by e-mailing Us at **info@llanerch.co.uk**.
- 1.4 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing You can send this to Us by e-mail, by hand, or by pre-paid post to Calon Lodge (UK) LTD trading as Llanerch Vineyard at:

**Llanerch Vineyard, Hensol, Cardiff, CF72 8GG.**

We will confirm the receipt of this. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us as set out herein.

# 2. Booking procedure and confirmation

- 2.1 You may make a restaurant reservation either online via our website, via email or telephone. A CCG (Card Capture Guarantee) is required for every, please see Our third party reservation management system 'bookatable' for Their terms and conditions.
- 2.2 All Afternoon tea reservations must be booked at least 24hrs in advance & subject to availability, any dietary requirements must be supplied at time of booking and may be adjusted up to 24hrs before date of reservation, unfortunately We cannot alter or make any adjustments after this time.
- 2.3 All other reservations can be made up to two hours before, subject to availability.
- 2.4 Confirmation of Your reservation will be sent via email at time of booking.

# 3. Number of guests

- 3.1 Llanerch restaurant reservations have minimum of 1 Adults and maximum of 12 Persons, reservations above this number are classed as an event and follow our Event terms and booking procedures.



## 4. Payments

- 4.1 All restaurant bills must be deemed 'settled' with Llanerch restaurant before departure, a settled bill must either be Paid in Full or signed against Your hotel room.
- 4.2 All prices include VAT at the then applicable VAT rate and if the rate of VAT changes We will adjust the VAT rate unless payment has already been made at the previous then current rate of VAT.
- 4.3 Llanerch Restaurant operates as a 'cash-less venue' so accepts card payments only.
- 4.4 An optional 10% service charge may be added to Your final bill, should You wish for this to be removed, this **must** be done before settlement of the bill. For more details see section 6. 'Service charge'

## 5. Cancellation and reductions policy

- 5.1 The following is Llanerch's Cancellation Policy;

Cancellation Notification	Charge
Up to 24hrs before reservation	None
24hrs and under	A charge of £25 per person up to the maximum reservation number will be charged

- 5.2 Should You request to cancel in accordance with the above Cancellation Policy, We will attempt to resell Your table.
- 5.3 Llanerch reserves the right to cancel any booking that does not comply with terms set within this.
- 5.4 Reductions in numbers can be made up to 24hrs before reservation and are not subject to a cancellation charge.

## 6. Service charge

- 6.1 An optional %10 service charge is applied to all of Llanerch restaurant bills, this is payable at Your own discretion and may be requested to be removed at any time before payment is made, unfortunately We cannot refund service charge after the date in which it was made.
- 6.2 All service charges are split evenly amongst all Calon Lodge UK LTD staff based on hours worked by a designated tronc master as per UK law, none is collected by Calon Lodge UK LTD.
- 6.3 Calon Lodge UK LTD cannot refund service charge after payment for any reason.



## 7. Food and beverage

- 7.1 All food and beverages consumed in the restaurant, must be supplied by Us. Unless otherwise agreed by the restaurant manager.
- 7.2 You must inform Us of any dietary or allergen requirements for You or Your guests.

## 8. Drink, drugs and anti-social behavior

- 8.1 We reserve the right to refuse to serve You or Your guests if in Our opinion We believe that You or Your guests have consumed too much alcohol. In addition, no alcohol is to be consumed off the premises.
- 8.2 We reserve the right to remove either You or Your guests from Llanerch if We believe that there is abuse or aggression directed towards Our staff or any unacceptable type of anti-social behaviours.
- 8.3 We take a zero tolerance policy to drug use. Any actual or suspected drug use by You or Your guests will result in Us removing You or Your guests from Llanerch and notifying the police.
- 8.4 Any of Your guests who are thought to have brought in their own alcohol will be asked to leave, without exception. You will then be required to pay Our charge of £250.

## 9. Beautiful vineyard surroundings

- 9.1 The Vineyard is a beautiful and unique surrounding and whilst We understand that You may want to take photographs in and around the Vineyard You must be aware that it is a hazardous and fragile place.
- 9.2 You and Your guests must not touch any of the vines, under any circumstances. You must not allow children to play in and around the vines.
- 9.3 In addition to the above, there are various other hazards in and around Llanerch including but not limited to lakes and deep water, wild animals and hazards in the woods, including various plants and berries. You must not eat any berries or plants in the woods and You must not eat the grapes from the Vineyard. You must not feed or touch any wild animals. You must stay away from the lakes and any deep water and ensure that children do so. Please note from time to time there is machinery on site, You must not touch any of this machinery and You must not allow children to do so. You are responsible for making sure that You and Your guests adhere to these rules and do not wander outside of the designated hired areas.
- 9.4 When You and Your guests are walking around the Vineyard, We expect You to be vigilant and aware of the surroundings.
- 9.5 You are responsible for any damage caused to Llanerch or the vineyard that may be caused by You or Your guests.



## 10. Liability

- 10.1 Llanerch will only be liable for loss or damage to property caused by its negligence. You assume responsibility for equipment, vehicles and personal effects belonging to You and Your guests during Your time with Us. You will be responsible to make good any damage caused by You or Your guests to the property of Llanerch.
- 10.2 **We do not exclude or limit in any way Our liability for:**
- 10.2.1 Death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 10.2.2 Fraud or fraudulent misrepresentation;
  - 10.2.3 Breach of the Terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 10.2.4 Breach of the Terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
  - 10.2.5 Defective products under the Consumer Protection Act 1987.

## 11. Our liability to You

- 11.1 If We fail to comply with these Terms, We are responsible only for direct loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Contract.
- 11.2 We are not liable for any of Your property, gifts or items that are left in Our store room or at Our premises.



## 12. Events outside our control

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 12.2 An event outside Our control means any act or event beyond Our reasonable control, this is including but without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, any inclement weather, norovirus, closures by environmental or other third party agencies, any power surge or loss of power by whatever means, failure of public or private telecommunications networks.
- 12.3 **If an event outside Our control takes place that affects the performance of Our obligations under these Terms;**
- 12.3.1 We will contact You as soon as reasonably possible to notify You;
- 12.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended until We are able to agree a new mutually convenient date with You. Where the event outside Our control affects Our performance to You We will liaise with You. Defective products under the Consumer Protection Act 1987.

## 13. Our rights to cancel and applicable refund

- 13.1 **If We have to cancel the Contract before the booking date;**
- 13.1.1 Due to an event outside Our control or due to the unavailability of key personnel or key materials without which We cannot adhere to the Contract, We will promptly contact You.
- 13.1.2 Where We have already started work on the Contract by the time We have to cancel, We will not charge You anything and You will not have to make any payment to Us.
- 13.2 **We may cancel the Contract at any time with immediate effect by giving You written notice if:**
- 13.2.1 You do not pay Us when You are supposed to as set out herein. This does not affect Our right to charge You interest;
- 13.2.2 You break the Contract in any other material way and You do not correct or fix the situation within 7 days of Us asking You to do so.
- 13.3 How We may use Your Personal Information;
- 13.4 We will only use Your personal information as set out in Our Privacy Notice. You can find Our Privacy Notice at [www.llanerch.co.uk](http://www.llanerch.co.uk)

## 14. Governing law

- 14.1 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English and Welsh courts.



## 15. General

- 15.1 Glitter & confetti is not permitted at the venue. You will be liable for a cleaning charge of £250 should You or Your guests use either.
- 15.2 We do not accept any responsibility for any personal possessions including any presents.
- 15.3 Guide dogs and well-behaved dogs on leads are welcome in our Bar, Cwtch, Dog friendly restaurant tables with prior reservation, garden terrace, vineyard & woodland walk. We kindly ask You to pick up after Your dogs and dispose of any waste in the bins provided on site.
- 15.4 You must use Your best endeavours to ensure that Your guests comply with instructions and these Terms.
- 15.5 You will be liable for any damage caused to the venue, equipment, contents or fittings.
- 15.6 Llanerch has the right to remove anything and or stop any activity that in Our opinion is likely to cause damage and or is hazardous.
- 15.7 Certain laws must be complied with including the hotel proprietors, health and safety regulations and fire regulations. Customers must follow all rules in relation to these.
- 15.8 This Contract is between You and Us no other person shall have any rights to enforce any of its Terms.
- 15.9 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.10 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 15.11 We reserve the right to alter and or make changes to the interior and or exterior of Llanerch from the date of this document. We will obviously try to avoid any substantial changes, however it may be necessary for the maintenance of the property (e.g. scaffolding) We need to retain the right to alter Our venue as and when We deem necessary. We will of course try to advise You of this wherever possible.
- 15.12 Wedding events are by appointment only. We will refuse wedding events on arrival, that have not been authorised by Us or been announced at the point of booking Your event. Llanerch Vineyard only host one Wedding party per day. Your event type is listed on Your schedule. We reserve the right to determine what constitutes a wedding event.

Signed for and on behalf of Calon Lodge UK LTD  
trading as Llanerch Vineyard Hotel

*Ryan Davies*

Ryan Davies, Director