# MANOR FARMHOUSE TERMS AND CONDITIONS

#### **Booking Terms and Conditions**

#### **1. THE CONTRACT**

The Contract for a short-term holiday rental will be between At the Manor (also referred to as "We") and the person making the booking and all members of the holiday party (referred to as "the Customer, or Your or You") in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until We have processed the deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival We must be provided with a list containing the names, ages, Postcodes and contact details of all guests.

# 2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 30% of the booking cost. The deposit must be paid within 3 days of the booking being placed. The balance of the rental will be due for payment 45 Days prior to the booking commencement date for all bookings.

#### **3. CANCELLATION**

#### For Bookings placed post January 8<sup>th</sup> 2021 these new Terms and Conditions apply to cancellations.

1. If your booking has to be cancelled because At the Manor is put under Government Restrictions and has to close and the period of closure covers Your booking **You will be refunded in full.** 

2. In the event that Your given address is put into Local/Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking **You will be refunded in full.** 

3. If your booking has to be cancelled because At the Manor has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking You will be refunded in full.

# 4. Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay At the Manor for any reason.

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.

5. Cancellations must be notified to At the Manor by phone and email and once received in writing we will confirm the cancellation request.

6. At the Manor will apply the scale shown in the table below to The Manor Wing bookings to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

Number of days before start of holiday that notification of cancellation is received*	The percentage of total booking value payable by the Customer
More than 90 days	5% of the booking cost
60 to 89 days	40% of the booking cost
45 – 59 days	50% of the booking cost
30 – 44 days	75% of the booking cost
3 – 29 days 0 – 2 days	90% of the booking cost 100% of the booking cost

7. At the Manor will apply the scale shown in the table below to bookings for Monks Retreat and The West Wing to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

Number of days before start of holiday that notification of cancellation is received*	The percentage of total booking value payable by the Customer
More than 60 days	5% of the booking cost
45 to 59 days	40% of the booking cost
30 – 44 days	50% of the booking cost
15 – 29 days	75% of the booking cost

3 – 14 days	90% of the booking cost
0 – 2 days	100% of the booking cost

\*In order to ensure speedy receipt, and thereby processing, of cancellations, At the Manor recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by At the Manor. Any amounts due for refunding will be made within 14 Days.

8. On receipt of the cancellation, the above Charts state the amount that the Customer remains liable for at that point in time. At the Manor will then use reasonable endeavours to obtain a replacement booking. In the event that At the Manor is successful in obtaining a replacement booking, At the Manor will refund to the Customer the total amount paid by the Customer for the booking less the 6% Booking Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 - 6% booking fee equals £940, - £100 rebooking shortfall, = Refund of £840.

9. It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. At the Manor strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like

Trailfinders: <u>https://www.trailfinders.com/insurance#/step1</u> or <u>https://www.which.co.uk/money/in</u> <u>surance/travel-insurance</u>

# 4. THIRD PARTY SUPPLIERS (chefs etc)

1. If you want to use the services of a third-party supplier whilst staying at At the Manor you must ask and receive written permission to do so. This may be for a chef, beauty treatments, bouncy castle hire, magicians, opera singers, swimming teachers, baby-sitters etc.

2. A the Manor would need to see the third-party supplier's public liability insurance, and any other related/required certification. At the Manor will then seek approval from At the Manor's insurers to allow the third-party activity to take place.

3. If all insurances and certification are satisfactory to At the Manor and our insurers, permission to invite these suppliers to At the Manor will not be unreasonably withheld.

4. At the Manor does not accept liability for the activities of these third-party suppliers.

#### 5. PERIOD OF HIRE

You should not arrive before 4pm on the commencement date and leave by 10.30am on the day of departure. Failure to do so may result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

# 6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at At the Manor.

# 7. LIABILITY

At the Manor, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

# 8. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

#### 9. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand.

# 10. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

# **11. RIGHT OF ENTRY**

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

# **12. COMPLAINTS**

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

# **13. DATA PRIVACY STATEMENT & COOKIE POLICY**

See our Privacy and Cookie Policies here <u>https://www.atthemanor.co.uk/privacy</u>

#### **14. DRONES, NIGHT LANTERNS AND FIREWORKS**

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden.

#### 15. PETS

We only allow dogs, no other kinds of pets. Dogs have to be booked in and paid for. (£25 per dog, per stay/per cottage entered). We may allow more dogs to stay but this must be agreed in writing before arrival.

There are lots of dog walks in the in the surrounding area. Please be aware there may be animals in the fields, and only take dogs into fields with animals whilst on a lead. Please also make sure you close any gates behind you.

When taking your dog(s) for a walk, please pick up after them including in the fields.

Your dog(s) must not be left alone with free run of the property. If you have a puppy please take extra care. They will chew the furniture or soft furnishings, any costs to repair or replace damaged items will be at your expense.

Dogs are not allowed in the bedrooms but are allowed on the sofas provided that you use the dog throws provided and keep the dog from contact with the soft furnishings.

We regret that dogs that bark continuously are not allowed at At the Manor. They will disturb the other guests.

We have two friendly cats. If your dog(s) have any problem with cats you must notify us prior to booking.

Please thoroughly clean the cottage, including dog hair from rugs, before you leave; if properties require additional cleaning or dogs have been in the bedrooms, or an uncovered sofa, we will charge a £50 fee to cover the cost.