

# GUEST TERMS & CONDITIONS

Reservations for accommodation by guests (the Guest) are accepted by the property owner, At the Manor (the Owner).

**The Agreement:** The rental agreement is between the Guest and the Owner. The contract is deemed to have been made once the Guest has paid a deposit and the Owner has dispatched a confirmation of booking. The guest must be over 18 years of age at the time of booking.

**Booking:** The Guest who makes the booking is deemed to have agreed to these Terms and Conditions will be responsible for all persons included in the booking and should ensure that they are all aware of these Terms & Conditions. The Owner serves the right to decline any booking or refuse to hand over a key to any person who has not complied with these Terms & Conditions.

**Payment:** For bookings made more than 6 weeks before arrival, a deposit (part payment) of 30% of the total cost of the holiday, is required. The balance is due 6 weeks before the holiday commences. For bookings made less than 6 weeks before arrival, the total amount is payable in full on booking.

The Guest agrees to pay the balance of the payment SIX (6) weeks before the holiday is due to start. Email reminders are sent, but delivery cannot be guaranteed. Where a guest fails to pay their balance by the due date the booking may be cancelled and the deposit retained.

**Cleaning:** The Guest is responsible for leaving the accommodation in good order and in a clean condition; otherwise a cleaning charge will be levied. Please note that the convention for UK Holiday cottages is that guests are expected to leave the property in a similar state to which they find it (reasonable cleaning excepted). Please abide by this convention so we can continue to provide good value for guests.

**Number of People using Holiday Accommodation:** The owners permit the Guest and members of the guest's party (but no one else) to occupy the property for holiday purposes only. The Guest must declare the correct number of additional guests during booking and, if this changes, must inform the Owners before the rental commences of any change. No more than the maximum number of persons stated on the website may occupy a property unless by prior written agreement with the Owner. Extra charges may be applicable if the number of guests differs from the number on the booking.

**Arrival/Departure:** The properties (unless otherwise stated in the property details) are available for occupation from 4.00 pm on the first day of the holiday and must be vacated by 10.30 am on the last day.

**Cancellation or Changes by the Guest:** Once the holiday is booked the Guest has entered into a legally binding contract. If the Guest cancels, for whatever reason (including medical and weather related) then no refund of the deposit will be due, and within 6 weeks of the holiday no refund of the full balance is due. A holiday cancellation protection plan should be taken out to cover forced cancellations.

Cancellations must be notified in writing (including by email) to the Owner immediately. The Owner will endeavour to re-let the property and if successful may at their discretion allow the guest to transfer to alternate dates and/or accommodation for a £20 administration fee plus any other expenses incurred in re-letting. The expenses incurred in re-letting will be at the discretion of the Owner.

We recommend and expect that the guest will have or will take out a holiday insurance policy (which includes cancellation insurance covering sickness and unavoidable reasons for cancellation) prior to their stay.

**Pets:** The guest may only bring such pets as are booked in by the guest at the time of booking. A charge will be made per pet. Pets must be well-behaved and should not be left unattended in the property. They are not permitted in the bedrooms or on any furniture in the property. If damage or extra cleaning is caused by pets the guest may be billed for that charge. The garden is not guaranteed as secure for dogs even if described as private or enclosed.

**Guest Responsibility:** The supervision of children, babies, dogs and any adults requiring care remains the responsibility of the guest at all times.

Guests should put all furniture etc back to where it was at the beginning of the rental period.

Guests should not leave any items at the property and, if left, the owner has the right to charge for the removal, return or disposal of those items.

**Damage, Loss, Theft:** Guests agree to inform owners of any damage or loss however caused, excluding reasonable wear and tear incurred during occupation. Guests should not remove any item from the property. The owner may ask for reasonable replacement costs.

**Nuisance:** Guests should not cause nuisance or annoyance to occupants of any nearby property.

If, in the opinion of the Owner, any person is not suitable to continue their occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be treated by the Owner as discharged and the Owner may repossess the property immediately. The guest will remain liable for the whole cost of rental and no refund shall be due.

**Access:** Guests must allow reasonable access to the property by the Owner for maintenance given reasonable notice.

**Security Deposit:** The Owner reserves the right to charge the Guest a security deposit payable to At the Manor.

**Wildlife:** The property is in a beautiful rural area. Please therefore expect to meet some wildlife, including the odd spider, mouse, bird, fly, bee, wasp or other creature, which may make their way into a property unbeknownst to the Owner. Spiders in particular are not considered to be a pest and consume up to 2000 other insects per year. Please bear this in mind when booking. (If any of these creatures are encountered, do not panic, but contact the Owner in a calm and reasonable way - but only if the creatures become a serious menace. Otherwise, just open a window or a door and let them out, as this is usually what they prefer.) Owners reserve the right to take no action if they do not consider the existence of the wild life to be a serious threat to health.

**Complaints:** The Owner inspects the standard of facilities in all properties on a regular basis but cannot accept responsibility for any changes made by the Owners since the inspection, or failure by the Owner to keep the property dry, clean, safe, and in good repair or to have all the items mentioned on the website.

The Owner cannot be held responsible for any perceived inadequacies in the property. The property description and all details both written and verbal are given in good faith and believed to be correct, but interpretation thereof can be subjective and as such their accuracy cannot be guaranteed. Property details may vary over time from photographs and descriptions on the websites.

**Disputes:** Any dispute arising out of the booking will be between the Guest and the Owner. No complaints can be considered unless notified during the guest's stay in the property. It is the duty of Guests to minimize any loss to them and therefore it is their responsibility to inform the Owner at the earliest possible opportunity of any problem.

The responsibility for the upkeep of the property and any relevant Health and Safety considerations lie with the Owner. Complaints received after

departure cannot be accepted as the Owner thereby has no opportunity to resolve the complaint at the time.

**Liability:** The Owner cannot accept responsibility for any material loss, damage, additional expense or inconvenience directly or indirectly caused by or arising out of the property, its plumbing, gas, electrical services or exceptional weather.

No responsibility is accepted for loss or damage of property, (including pets), vehicles or vehicle contents belonging to the Guest or any member of the party during their occupancy.

The maximum liability accepted by the Owner will be the total cost of the holiday as paid by the Guest. No other expenses such as travelling costs or alternative accommodation will be accepted.

**Cancellation by Owners:** The Owner reserves the right to refuse any booking and to cancel any bookings already made if the property is unavailable (eg through fire, flood, etc) for any reason whatsoever, subject to a full refund of all monies paid (but no further liability). The Owner shall not be under any other liability if such cancellation occurs. Note: in the unlikely event of a cancellation the Owner will make every possible effort to secure alternative accommodation if required.

**No Smoking:** At the Manor has a No Smoking policy within the property.

**Force Majeure:** The agent or owner cannot accept responsibility or liability for any alterations, delay or cancellation or any other loss or damage caused by war, civil strife, terrorist action, industrial disputes, fire, sickness, bad weather, epidemics, acts of any government or public authority, or any other event outside our control.

**Waiver:** The failure of the Owner to enforce or exercise, at any time or for any period of time, any term of, or any right pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right.

**Miscellaneous:** The guest agrees that the contract with the Owner is made at the Owner's premises and that any proceedings between the parties shall be conducted in the County Court nearest to the owner.

Sarah Neale

At the Manor Accommodation

Manor Farm House

The Barton

Norton St Philip

Bath

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[www.atthemanor.co.uk](http://www.atthemanor.co.uk)