



## **GENERAL BOOKING CONDITIONS**

All bookings made by the Lead Guest are provisional until confirmed by the Owner, which will require a deposit payment to be received. We do not reserve any property for future letting until such payment is received and a contractual agreement is made between the Lead Guest and Owner.

The Lead Guest can make enquiries with reference to availability, cost and facilities on offer, or visit our accommodation for inspection by arrangement, but no reservation shall be confirmed until the required deposit has been received and contractual arrangements agreed.

Provisional holding of a booking may be possible if requested more than six months in advance. Please contact the Owner and we will let you know how long we are able to provisionally hold any booking.

Payments or deposits can be paid by debit or accepted credit cards by phone, bank transfer or cheque. We do not charge any additional fees for whatever payment type the Lead Guest chooses to make but please note that until the required funds are received and cleared, the booking is not confirmed. Please do not send cash in the post as this can only be accepted in person.

Once the deposit has been received, the Owner will email the Lead Guest the booking confirmation, which will form the bases of a contract under the following Terms and Conditions of Let.

## **TERMS AND CONDITIONS OF LET**

### **Between – Cannington Grange Ltd the “Owner” and “Lead Guest”**

In these Terms and Conditions of Let, “Owner” refers to the owner of the Property or Properties you are going to let and occupy. The person whose name appears on the booking form and known as the “Lead Guest” agrees to take full responsibility for ensuring that all members of their party adhere to the Terms and Conditions of Let set out below:

### **BOOKING YOUR ACCOMMODATION**

1. Any contract between the Owner and Lead Guest will begin when the Lead Guest makes any deposit payment, which reserves their booking and is confirmed by the Owner. The Lead Guest must be over the age of 25.

### **BOOKING TERMS**

2. The Owner offers all Properties for the sole purpose of holiday lettings, unless expressly agreed otherwise in writing. Accordingly, the Lead Guest agrees that their booking is for the sole purpose of holiday accommodation and accepts that they are not offered any rights to the property other than the right to occupy the property as holiday accommodation for the period of any booking as stated on the booking form. No booking of any kind is an ‘Assured Short hold Tenancy’ or protected under the Protection from Eviction Act 1977.

3. All the Property units are let for individual bookings and although any booking may be for multiple Property lets or stays this does not constitute a package as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992.

## **NUMBER IN PARTY**

4. The number of persons occupying any one Property is limited to that stated below, unless agreed by prior consent with the Owner. Additional persons sleeping on fold out beds will be charged an extra fee of £25.00 per person per night to cover linen, cleaning and use of facilities.

The Manor House – 16 guests (bedrooms 1 – 8)

The Old Tower – 18 guests (bedrooms 9 – 14)

Farthing Cottage – 4 guests (bedrooms 15 -16)

Honeycombe Cottage – 5 guests (bedrooms 17 – 18, please note that Honeycombe Cottage will not be available after July 2020)

## **DEPOSIT AND BALANCE PAYMENTS**

5. The Lead Guest must pay a 25% deposit upon booking (unless otherwise agreed); with the remainder of the balance, as detailed on the booking form, payable 2 months before the start date of the Let.

If a booking is made less than 2 months before the start of the Let the Lead Guest will be responsible for paying the full rental charges at the time of booking, having first checked that the Property/Properties of choice can be reserved.

Failure to pay the balance of any rental charges by the given date will result in the Owner being able to offer the Property/Properties as available for booking by others.

## **CANCELLATION OF BOOKING**

6. The Lead Guest is responsible for notifying the Owner of any cancellation in writing. If a notice of cancellation is received between the date of a deposit being paid and the final payment being due, then the deposit will be retained unless the Property/Properties can be re-let.

If cancellation is made within 2 months of the holiday start (i.e. the whole rent has been paid) then the whole amount paid will be retained unless the Property/Properties can be re-let. Should the balance payment not have been received by the contractual due date, as determined by the Booking Reservation Form, then it will remain contractually due and the Lead Guest's account be considered as being in arrears with the Lead Guest remaining liable for any overdue sums not paid. The Owner reserves the right to pursue the Lead Guest for any sums contractually due or overdue.

If a re-let is successful then a full refund will be made, less the cost of re-letting and an administration fee of £100.

If the Property/Properties cannot be re-let then no refund shall be given unless there are exceptional circumstances, which will be at the sole discretion of the Owner.

7. If a cancellation is made by the Lead Guest more than six months or 180 days before the booking commences the deposit will be returned in full less an administration fee of £100 per booking.

To safeguard against cancellation costs, charges and other unforeseen eventualities it is strongly recommend the Lead Guest take out Cancellation or Travel Insurance.

## **CUTTING SHORT YOUR STAY/REDUCED NUMBERS**

8. The Lead Guest is not entitled to any refund if they choose to cut short their stay leaving before the end of the booking term or persons in the Lead Guest's party do not travel and the booking goes ahead with reduced numbers.

## **NON-AVAILABILITY**

9. Should the Property/Properties, subsequent to booking, become unavailable through any cause, the Lead Guest must accept that the Owner's liability is limited to the amount of any monies paid.

## **VISITING OR DAY GUESTS**

10. Visiting or day guests – the gardens, swimming pool and all other facilities are for the sole use of paid guests only. The Lead Guest must notify the Owner in writing, if they require day visitors to use the facilities and confirm the number of additional day guests prior to commencement of the confirmed booking. The Owner will charge an additional £10 fee per person for the day. Should additional guests, who are not included in the party number detailed on the Booking Reservation Form provided at the time of booking, wish to stay overnight (whether on any beds permanently situated in any property or on fold-out beds) express permission must first be sought by the Owner and, if granted, the Lead Guest agrees to provide confirmation of the number of additional guests invited to sleep at the Property at the Lead Guests' request for insurance purposes.

## **SMOKING**

11. No smoking is permitted inside any Property/Properties or buildings. If evidence that smoking has occurred, then the sum of £100 will be deducted from the damage deposit to cover the costs of undertaking a deep clean.

## **PETS**

12. Pets are allowed under specific agreement with the Owner - Guide dogs are exempt from this agreement and need to be notified by the Lead Guest at the time of booking. There will be an additional charge of £10 per pet per night maximum of 2 so long as the following rules are complied with:

- i. Pets are not allowed upstairs in bedrooms or on any furniture
- ii. Pets are not to be left unattended in the property
- iii. Pets are not allowed in the pool area or out buildings
- iv. Must not cause a nuisance
- v. Must be free of fleas or parasites (failure of this will incur subsequent charges)
- vi. Are not allowed in the rear gardens without being on a lead
- vii. Are not allowed to toilet in the rear gardens – we understand accidents happen and these must be fully cleaned up immediately

Pets are free to roam in the adjacent seven-acre meadow but please be mindful of the main road, which runs along the front of this, and that pets are not allowed on any adjoining farmland or cause nuisance to livestock.

Should a pet cause damage to Property/Properties then an agreed sum will be taken from the damage deposit paid to rectify the damage.

## **PERSONAL PROPERTY**

13. The Lead Guest accepts that the responsibility for personal property of anyone occupying the Property/Properties is solely theirs. All vehicles, bikes etc. are left at guest's own risk. The Lead Guest agrees to absolve the Owner of any responsibility for any accident or mishap to persons or personal property whilst on the Grange premises or whilst engaged in any activity therein, or from any illness or injury, arising from any causes whatsoever.

## **SAFETY**

14. The Owner is solely responsible for providing the accommodation and other facilities and for the safety of all guests. The Owner accepts no responsibility for personal injury, or death of any guest except to the extent such personal injury or death was caused by the negligence or wilful default by the Owner.

15. The Owner is also not responsible for any loss or consequential loss or damage to any guest's property or personal belongings or for other matters over which it has no control.

16. All of the Owners' portable electrical appliances have been tested and approved within the terms of the new Fire Assessment Regulations. The use of any personal electrical equipment is out of our control and must be at the guest's own personal risk.

## **RATES**

17. The Owner keeps letting prices under constant review and the prices of unsold Property/Properties may be increased or reduced at any time. The Owner is also entitled to correct mistakes in the pricing of unsold Property/Properties at any time. As changes and mistakes can happen, the Lead Guest must check the price and all other details of their chosen Property/Properties at the time of booking and upon receiving written confirmation.

## **ACCESS TO PROPERTY/PROPERTIES**

18. The Lead Guest agrees to allow the Owner or its Agents access to any booked Property/Properties at all reasonable times. The Owner will only ever request access to a Property/Properties in the case of emergency repairs, e.g. a water leak. The Owner also has the right of entry if they believe that there has been a breach of these Terms and Conditions of Let.

## **REFUSAL OF OCCUPATION**

19. The Lead Guest agrees to use the Property/Properties solely for its intended purpose as holiday accommodation and to accept the Owner's right to refuse to allow any Property/Properties to be occupied by any person deemed unsuitable to take responsibility.

20. The Lead Guest will not allow any persons under the age of 18 to occupy any booked Property/Properties unless there is a supervising adult present.

21. The Owner can refuse to hand over any Property/Properties for letting if the unreasonable behaviour of anyone in the Lead Guest's party is likely to cause offence to other guests, neighbours or if the Owner has reasonable cause to believe that the Lead Guest or any member of their party will cause damage or loss to the Property/Properties, its services or facilities. If this happens, the contract between the Owner and Lead Guest will end immediately and without any refund.

22. Should any of the following acts take place, the Owner reserves the right to terminate a booking. If this decision is taken the Lead Guest or any member of their party will be given 4 hours to vacate the Property.

i. Any person in the Lead Guest's party behaves unreasonably or is unruly causing offence or annoyance to other guests or neighbours

ii. Any person spoils the enjoyment of other guests or is deliberately malicious towards other persons

iii. Any person deliberately damages property, assets or grounds within the Owner's Property/Properties

No refund will be given, and the Owners reserve the right to be recompensed for any costs that they may incur due to this unreasonable behaviour from the damage deposit.

23. The Lead Guest and the members of their party's right to occupy the Property/Properties may also be forfeited without compensation if any of the following occur;

i. They allow anyone, including pets, to occupy any Property/Properties not declared at time of booking or notified subsequently before the final payment being made

ii. Any person in the Lead Guest's party behaves in an anti-social manner, breaches the peace or otherwise acts in a way, which may disrupt or affect the enjoyment of others

iii. Overnight visiting guests are entertained without the Owner's express permission

iv. The Lead Guest or any of their party sublets the property or part thereof

v. Any activity is undertaken on the premises which is illegal, immoral or not for its intended use

vi. Smoking within any property or out buildings

## **DAMAGE DEPOSIT**

24. A damage deposit is required for each booking and shall be paid the day before arrival. This will be refunded within 48 hours of the Lead Guest's departure if there are no breaches of these Terms and Conditions of Let.

If the Owner finds that they need to deduct any fees, then this will be notified along with what charges will be deducted from the damage deposit.

For single sex parties i.e.: stag and hen parties an additional damage deposit maybe required depending on the size of the party.

25. The Lead Guest and all members of their party must respect and look after the accommodation and facilities during their stay keeping the Property/Properties and grounds clean and tidy. Each Property must be left in a similar condition as found upon arrival, except bedding and bathrooms. There will be an inventory within the welcome pack of each Property so please advise of any damage or breakages so that they can be repaired or replaced before arrival of the next guests. The Owner reserves the right to deduct from the damage deposit for any damage, breakages and missing items.

## **ARRIVAL/DEPARTURE TIMES**

26. The Lead Guest and members of their party are welcome to arrive from 3pm onwards on the day of arrival unless otherwise agreed.

27. The Lead Guest and all members of their party must vacate the Property/Properties by 10am at the latest on their day of departure, unless special arrangements have been made with the Owner. This is to allow the Property to be prepared for the next guests due to arrive.

## **COMPLAINTS**

28. If the Lead Guest or any member of their party has a complaint, please contact the Owner immediately who will try their utmost to rectify any issues within 24 hours or agree to compensate for any loss of facility or enjoyment, if this is deemed necessary. Any complaint received after this will be logged but any entitlement of being compensated will not be made.

29. Unless the Owner states otherwise in these booking conditions, the Owner will not be legally responsible for any compensation if they are prevented from carrying out their responsibilities under this contract because of events beyond their control. This means an event the Owner could not, even with all due care, foresee or avoid, including but not limited to:

- i. Natural disaster – fire, flood, snow or storm etc
- ii. Acts of terrorism, war, riot or civil unrest
- iii. Malicious damage or arson
- iv. Breakdown of essential equipment or machinery that affects personal health and safety

30. English law will govern any dispute, claim or other matter, which may arise in relation to your booking, and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

## **MEDICAL/DISABILITY**

31. If the Lead Guest or any member of their party has any medical problem or disability that may affect their stay, please notify the Owner before you make any booking and give full details in writing as early as possible. If the Owner reasonably feels unable to properly meet that person's particular needs, they can refuse and/or cancel the reservation and/or change the type of Property/Properties that was to be let, at their discretion.