

LETTING CONDITIONS

1. General

1.1 Sarah Winfrey and Geoffrey Mason (the “Host” and “We”) own and with their staff (“Assistants”) operate holiday accommodation units (the “Accommodation”) at Hall Farm (The Stables and The Archway) and 2 nearby houses, Woodturners Cottage at 3 West Street, Kings Cliffe and Boundary Cross House at 7 Bridge Street, Kings Cliffe. The person named in the holiday confirmation issued by the Host (“the Guest” and “You”) agrees to enter into a contract with the Host on the following terms and conditions. If the Guest is acting as agent on behalf of a third party, the Guest warrants that the third party will abide by these terms and conditions as if the third party had signed them and agrees that the Guest is liable for any breaches by the third party in these terms and conditions.

1.2 The Host enters into a contract with the Guest when payment has been received and the Host has issued a Booking Confirmation showing the confirmed holiday dates.

1.3 The Guest who makes the booking is deemed to have agreed to these Terms and Conditions and is responsible for the payment of the price of the stay at the accommodation and for ensuring that all members of his/her party comply with all of these Terms and Conditions. The Guest must be aged 18 or over at the time when the booking is confirmed by the Host.

1.4 The Host reserves the right to decline any booking or to refuse to hand over the key to any person who has not complied with these Terms and Conditions.

1.5 The Host reserves the right to refuse any booking.

1.6 These conditions relate to the hire period and are not intended to create the relationship of Landlord and Tenant between the Host and Guest. The Guest shall not be entitled to a tenancy, or to any assured shorthold or assured tenancy or any statutory protection under the Housing Act 1988, or its successors, or other statutory security of tenure.

2. Payment

2.1 Bookings must be accompanied by the appropriate deposit. For short stays of less than a week, a deposit of £200 is required. For longer stays of a week or more a deposit of 25% of the total holiday cost is required. Bookings made less than six weeks before the start of the holiday stay must be paid in full.

2.2 The balance (including the costs of rental and cleaning deposit and any extra chargeable items shown on the holiday confirmation) must be paid no later than six weeks before the commencement of the holiday. Failure to pay the balance at this time will constitute cancellation by the Guest, in which case clause 3.5 will apply. It is, however, the Host’s practice to send at least one reminder before processing such cancellations.

2.4 All payments shall be made to the Host.

3. Cancellations

3.1 Cancellations must be made in writing by email, the date and time of the cancellation being when the email is received by the Host. The treatment of a cancellation will depend on its circumstances and when the cancellation is made and written notification received.

3.2 Cancellations due to Covid lockdowns and Tier restrictions

3.2.1 If you are unable to travel to take your holiday because of a national lockdown, or because you are put into a Tier where you are unable to travel, you will get a full refund. Please note that the refund guarantee applies only to the address given on the booking at the time of booking being put in a high tier which results in such a restriction and when the travel restriction coincides with the period of your holiday.

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3.2.2 The refund guarantee covers lockdowns and Tier restrictions but does NOT cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid, or are required to quarantine or self-isolate. These events can be covered by you taking out travel insurance. There are a number of policies that include cover for illness with Covid and selfisolation

3.3 Cancellation by You

3.3.1 If you would like to cancel your booking for reasons other than those outlined in clause 3.2.1 above please note that any refund given to you when cancelling your reservation may be subject to deductions, as set out in these terms and given below. We recommend the Guest takes out their own travel insurance for UK holidays which covers booking cancellations. This is available at very affordable rates, and gives you the peace of mind that you will get your money back if you need to cancel your holiday. If you choose not to then you accept responsibility for any loss that you may incur due to your cancellation.

3.3.2 If a cancellation request is made more than six weeks before the start of your stay, we will offer you a full refund on cancellation, subject to any costs we have incurred in administering your booking or making specific arrangements requested in respect of your booking (for example, where you have requested certain activities, additional facilities, etc.). Any such refund will be made within seven days of written confirmation of your cancellation.

3.3.3 If a cancellation request is made less than six weeks before the start of your stay, any refund we give you will be subject to:

- a) any costs we have incurred in administering your booking or making specific arrangements for you (for example, where you have requested certain activities, additional facilities, etc.); and
- b) our ability to find an alternative booking. If we are unable to find an alternative guest for the period of your booking, we will not offer you a refund. If we are able to find an alternative guest for the period of your booking, you will be entitled to a refund equal to the lesser of:
 - i) the full cost of your booking, less our administrative charges described above;
 - or
 - ii) the fee paid by the alternative guest for the accommodation, less our administrative charges described above.

Any refund under this clause will be made within seven days of the start date of your original booking.

3.3.4 Unless the circumstances described in clauses 3.2, 3.3.2 or 3.3.3 apply, we will not refund any booking fees paid in the event of your cancellation for a Force Majeure Event (please see definition below in clause 3.4.3). It is your responsibility to ensure that you have adequate insurance in place to cover any loss or damage that you may suffer as a result of cancelling all or part of your stay with us and any associated costs.

3.4. Cancellation by the Host

3.4.1 If the Hosts performance is hindered or prevented by a Force Majeure Event prior to your stay (please see definition in clause 3.4.3 below), the Host may, at its sole discretion, offer you:

- a) comparable accommodation for your dates; or
- b) alternative holiday dates; or
- c) a full value voucher; or
- d) a full refund; or
- e) such other remedy as the Host considers appropriate with regard to the circumstances

3.4.2 If you have started your holiday and the Host has to terminate it early due to a Force Majeure Event (clause 3.4.3) you will be relocated/credited/refunded part of the booking fee value based on the time remaining of the booking. This will be the full extent of the liability of the Host. No additional compensation, expenses or costs will be payable.

3.4.3 In this contract, a "Force Majeure Event" means any of the following circumstances which may hinder or prevent the performance of the contract, including but not limited to:

- a) acts of God, flood, drought, earthquake or other natural disaster;

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- 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) any labour or trade dispute, strikes, industrial action or lockouts;
- h) non-performance by suppliers or subcontractors; and
- i) interruption or failure of utility service.

3.5 Where a deposit has been paid, failure to pay the balance by the due date of six weeks before the commencement of the holiday will constitute cancellation by the Guest. In such circumstances, if the balance is not received and written confirmation of cancellation by the Guest is not emailed to the Host the holiday will be deemed cancelled and the deposit withheld. It is, however, the Host's practice to send at least one reminder before processing such cancellations.

4. Limitation of Liabilities

4.1 Nothing in these Conditions shall exclude or restrict any statutory rights which the Guest has against the Host.

4.2 Except as indicated below, The Hosts cannot be held responsible for loss or damage to any belongings, or for injury sustained by the Guest or their party during their stay at the Accommodation. The Hosts exclude liability for loss or damage to any belongings, or additional expenses or inconvenience, or for death or injury sustained by the guests during their stay at the Accommodation except to the extent that such injury or loss or damage to any belongings is caused by the negligence or default or breach of any duty by the Hosts.

4.3 The Guest or their party should not engage any third party to provide any service at the property without the consent of the Host (and where relevant the Host's insurers) and that in making a request for consent, the Guest should provide written details of the service provider (and any information requested by the Host's insurers) and the service to be provided and that consent will only be given where the third party supplier has appropriate insurance cover and has provided information relating to the insurance that is required.

4.4 The Host will not accept liability for the activities of third party suppliers and where the Host makes a suggestion or recommendation of a particular third party supplier, that will be based on the genuine belief and experience of the Host / or feedback received by the Host from other guests / contacts, and the Host shall not be liable for the failure of a particular service provider to properly perform the relevant services, this being a matter between the Guest and the relevant third party service provider.

5. Booking Conditions

5.1 Upon receipt of the holiday confirmation, please check the details to make sure they are correct. Any corrections can be made up to 7 days from receipt of confirmation, but cannot be rectified beyond that date. If after the booking has been accepted, the Guest requires the Host to amend it in any way, or to re-invoice the Guest, the Host reserves the right to charge an amendment fee of £15 per re-issued Booking Confirmation. The Host reserves the right to treat a change of holiday dates which is made at the request of the Guest as a cancellation of one holiday and the booking of another, in which case Condition 3 will apply.

6. Arrival and Departure

The Accommodation can not be occupied until after 3pm unless otherwise agreed with the Host, and

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must be vacated before 10am on the last day. If the Guest's arrival is delayed, the Guest must advise the Host so that suitable arrangements can be made for entry to the holiday accommodation.

6.2 If the Guest is unable to arrive at the holiday accommodation by midday on the day following the holiday start date and failure in those circumstances to advise the Host or his Assistants will constitute cancellation by the Guest, in which case clause 3.3.2 shall apply and there will be no refund.

7. Number of People using the Holiday Accommodation

7.1 The number of persons using the property overnight shall not exceed the number stated in the Booking Confirmation without prior written agreement with the Host who reserves the right to make additional charges. In the event that the maximum is exceeded without such agreement, the Host reserves the right to refuse or revoke the booking (at the Host's sole discretion). This would be treated as a cancellation by the Guest, and clause 9.3 will apply.

7.2 Subject to being allowed by Government rules and regulations, up to four people additional to the confirmed guests can visit the accommodation. If the Guest wishes to invite more than four people in addition to guests, the Guest must first obtain the Host's written permission. If permission is granted, an additional charge may be levied. The Host reserves the right to terminate the booking without notice and without refund in case of breach of this condition.

7.3 The Accommodation shall be for family use only, not for youth groups or other groups or student parties. [Sleeping in tents or motor vehicles adjacent to the Accommodation is not permitted.]

7.4 These Conditions are personal to the Guest during the hire period, and not for any other purpose or longer period.

8. Guest's Responsibilities

8.1 The Guest shall keep the holiday accommodation and all furniture, fittings and effects in or on the holiday accommodation in the same state of repair and condition as at the commencement of the holiday, and shall leave the holiday accommodation and all equipment and utensils clean and tidy. In the event that the property is not left in the same state of repair and condition as at the commencement of the holiday in the sole opinion of the Host or his Assistants, the Host reserves the right to make an additional charge of any and all cleaning and repairs or replacements required to return the property to the same state of repair and condition that it was in at the commencement of the holiday. The Guest shall be liable to the Host for any loss, costs, expenses or claims arising from any damage caused to the property and/or its contents by the deliberate or negligent act or omission of the Guest or of any person in his/her party. If, as a result of such damage, the property or any of its contents need to be repaired or any of its contents need to be replaced then the Guest shall be responsible to the Host for paying the reasonable costs of doing so.

8.2. Smoking is not permitted in any part of the Accommodation and the Guest and their party undertake not to smoke inside the Accommodation or on the Hall Farm property.

8.3 The use of the Accommodation and amenities, where offered, is entirely at the user's risk, and no responsibility can be accepted for injury, or loss or damage to the guests' personal belongings. Children should be supervised by an adult while on the premises. For safety reasons, at Hall Farm guests are not allowed to go into any fields or stables containing horses or ponies.

8.4 The Guest and their party must comply with any reasonable regulations relating to the Accommodation of which they have written notice. Such regulations will be found in the Welcome folder in the Accommodation, typical examples would include any local conditions regarding parking, waste disposal, recycling and so on.

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9. Damage to Property and Nuisance

9.1 The Guest or his party must not use the Accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to any neighbours.

9.2 The Host reserves the right to refuse to hand over the property where in the reasonable opinion of the Host or Assistants it is likely that damage to the property will be caused by the Guest or any member of the Guest's party.

9.3 The Hosts reserve the right to ask the Guest and members of their party to immediately vacate the property (without compensation being payable to the Guest) if this is deemed necessary by the Host where there is a serious breach by the Guest of these Conditions, or their behaviour is such as to endanger the safety of others, or if any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

9.4 In the event of a reasonable refusal by the Host or his Assistants to hand over the property or repossession on the grounds set out in clauses 9.1, 9.2 and 9.3 above, the Host shall not be liable to make a refund of any monies paid.

9.5 In the event of an unreasonable refusal by the Host or his Assistants to hand over the property, fair compensation shall be paid to the Guest.

10. Access

10.1 The Hosts or their Assistants shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy, save in an emergency when immediate access must be granted.

11. Pets

11.1 Pets are not allowed in the holiday accommodation or in the grounds which surround the holiday accommodation.

12. Information in the Brochure and on the Website

12.1 The information in the property descriptions in any brochures or websites controlled by the Host was correct at the time of writing.

12.2 The Host makes all reasonable efforts to portray the properties accurately in the web site and the property descriptions. The Guest should be aware that differences between the photographs/illustrations/text used and the actual property may arise.

12.3 The Host reserves the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interest of continued improvement, the Host reserves the right to alter or delete furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice.

12.4 If material changes occur after the Guests booking is confirmed, the Host will use reasonable endeavours to advise the Guest.

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13. Complaints

13.1 In the event that there is reason to be dissatisfied with the Accommodation please contact the Hosts immediately so that an investigation can be carried out and remedial action taken as necessary. Under no circumstances will complaints be dealt with if received after the hire period has ended.

13.2 The Host will use reasonable endeavours to resolve any complaint but if after that the Guest still feels that the problem has not been resolved to his/her reasonable satisfaction then the Guest must, within 7 days of returning from holiday, put his/her comments in writing to the Host. In the event of the Host being unable to resolve any complaint that might arise regarding the standard of the property, the Host reserves the right to refer the complaint to VisitEngland and to arrange for an independent inspection of the property to be carried out by a VisitEngland inspector (at the cost of the Guest) whose findings shall be binding on the Host. Nothing contained in this Condition shall affect the right of the Guest to bring any proceedings to resolve his/her complaint.

14. Privacy Notice

14.1 Hall Farm Accommodation is also a member of Premier Cottages Limited, a professional collective of independent luxury cottage owners. Premier Cottages promotes Hall Farm Accommodation as well as other luxury cottages. As a member of Premier Cottages the Host would like to give them your information so that they can contact you about quality properties that you might like. You may unsubscribe from this service both on the Booking form and subsequently at any time as detailed in our Privacy Policy.

15. Headings

15.1 These Conditions shall be read and considered without reference to their Condition headings which are included for convenience only.

16. Previous Booking Terms and Conditions

16.1 These Terms and Conditions supersede all previous versions. These Terms & Conditions are valid from 5 February 2021 for all bookings made after that date, until replaced.