



HOLIDAY COTTAGES

## TERMS AND CONDITIONS

(Amended 1<sup>st</sup> January 2024)

- 1. Contract:** The Hean Castle Estate ('the Estate') is the owner of the holiday let accommodation ("the Property") and the Contract entered into, which is the subject of these Terms and Conditions, is made between the Estate and the Guest ("the Guest"). The Guest must be over the age of 18 at the time of booking.
- 2. Booking:** The Guest who makes the booking is deemed to have agreed to these Terms and Conditions and will be responsible for all persons included in the booking and should ensure that they are all aware of and agree to these Terms and Conditions. The Estate reserves the right to decline any booking or refuse to hand over a key to any person who has not complied with these Terms and Conditions.
- 3. Website:** Whilst the Estate has taken great care to ensure the accuracy, at the time of going to press, of the information contained in the brochure, website or other information supplied to the Guest relating to any services supplied, no guarantee is given as to their accuracy. If the Estate discovers a material mistake or error relating to this information, the Estate will use reasonable efforts to correct this promptly and contact the Guest if the updated information materially affects the booking.
- 4. Payment:** Bookings will be confirmed on receipt by the Estate of a deposit of 30% of the total rent payable. The balance of the rent plus any security deposit is payable to the Estate not less than eight weeks (56 days) prior to the date of commencement of the hiring. If the balance of the total rent payable together with any security deposit is not paid prior to this date the Estate reserves the right to cancel the booking and retain the deposit paid (unless we are able to re-let the Property for the relevant period in accordance with clause 7 below).
- 5. Reservations:** If the reservation is being made within eight weeks (56 days) of the commencement of the hire period then the total rent together with any security deposit is payable when the reservation is made and accepted.
- 6. Payments:** Payments should be made to The Hean Castle Estate. UK payments should be made by credit card, bank transfer or bankers draft. Bank details are available on request. Payments must be accompanied by a booking reference.
- 7. Cancellation by the Guest and alterations to bookings:** The Guest named on the booking may cancel a booking by notifying the Estate in writing by email at [leisure.office@hean-castle-estate.com](mailto:leisure.office@hean-castle-estate.com) and including details of the relevant booking reference. The effective date of cancellation will be the date that the written instructions are received by the Estate. If the Guest cancels the booking, the Guest will be liable to pay a cancellation fee as follows:
  - Cancellation received 56 days or more prior to the commencement of the hire period: 30% of the total rent payable.
  - Cancellation received less than 56 days prior to the commencement of the hire period: 100% of the total rent payable.



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If the Guest cancels the booking, the Estate will attempt to relet the Property to another customer for the relevant period (unless the Estate considers this impractical, for example, due to last-minute cancellation). If the Estate is successful in reletting the Property for the relevant period (or part thereof), the amount of the cancellation fee referred to above will be reduced by the amount of rent payable by the new customer and, if applicable, the Estate will refund amounts to the Guest up to the maximum amount the Guest has already paid less an administrative charge of £50 plus VAT. The Estate makes no guarantee that the Property will be relet or that the amount of rent payable by the new customer will be equivalent to the rent payable by the Guest under the cancelled booking. The Estate may retain amounts in respect of the cancellation fee from any payments already paid by the Guest.

The Guest may make requests for alterations to the Property being hired or the dates of a booking, provided that the Estate makes no guarantee such requests can be accommodated. The Estate reserves the right to make a £50 plus VAT per week administration charge for any Property or date alteration after the booking has been confirmed. No booking alterations can be made within eight weeks (56 days) of the start date of the hire period.

- 8. Cancellation by the Estate:** The Estate reserves the right to cancel the booking, acting reasonably, by providing notice to the Guest including due to unavailability or unfitness for use of the Property or any part of it and due to events, which are out of our control. Events outside our control may include any law, guidance or action taken by a national or local government or public authority (including any measures taken in relation to the COVID-19 pandemic), pandemic or epidemic, extreme and adverse weather conditions, an act of God, a fire or accident, damage to the Property and other events relating to the Estate which may affect your booking. If the Estate cancels the booking, the Estate will provide a full refund of amounts already paid by the Guest. The Estate may also offer the Guest the option of alternative dates for the booking (if available), but the Guest shall be free to choose between full alternative dates or a refund. The Estate will not be liable to you for any other amounts, including in relation to any other costs or expenses incurred by you relating to the cancelled booking (such a travel costs).
- 9. Security Deposit:** The Estate reserves the right to request a security deposit which will be refunded within seven (7) days following the completion of the hiring, less any charges incurred as a result of damage caused by the Guest or the failure by the Guest to meet its responsibilities as set out as in conditions 12 & 13.
- 10. Holiday Accommodation:** The Estate properties are let as holiday accommodation and do not create a landlord and tenant relationship within the meaning of the Rent Acts or other applicable legislation.
- 11. VAT:** Value Added Tax (VAT) is included in the rental charge where applicable.
- 12. Guest Responsibilities:** The Guest is responsible for the Property and contents during the hire period and is expected to take reasonable care of it. All equipment and utensils must be left clean and tidy at the end of the hire period. The Guest is expected to leave the Property in the same state of cleanliness, general repair and the order in which it was found. An additional charge may be made if extra cleaning is required beyond what would ordinarily be expected following a short term holiday let (for example if professional cleaning of carpets, sofas or curtains is required due to soiling caused during the rental



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period). The Estate requests that any damage or breakages be reported as soon as possible to a member of staff.

- 13. Damage:** The Guest shall be responsible for all damage to the Property and contents arising during the hire period resulting from its occupation (fair wear and tear excepted). The Estate will check the condition and contents of the Property and will notify the Guest within seven (7) days of any additional cleaning costs or charges for damage and breakages which the Guest is responsible for. Payment shall be made by the Guest immediately on receipt of the invoice in respect of the above charges. Where a security deposit has been taken, the charges will be deducted from the deposit and the balance refunded to the Guest by the Estate within seven (7) days.
- 14. Group Bookings:** Unless otherwise agreed in writing between the Estate and the Guest, no more than the maximum number of persons as stated on the website may occupy the Property. Admittance may be refused if this condition is not observed.
- 15. Termination of Booking:** The right is reserved to terminate the booking with immediate effect if the Guest fails to observe the Rules imposed from time to time by the Estate and in the event of termination under the provisions of this clause the Guest will not be entitled to any refund of the hiring fee paid. The Rules are set out in the Schedule hereto and the Estate reserves the right to alter amend or add to the Rules and Conditions at any time.
- 16. Complaints:** Should the Guest find on arrival that there is a cause for complaint, the Guest should immediately contact the Estate. The Estate will use best efforts to promptly and efficiently investigate the matter, and ensure that corrective action is taken where appropriate. The Estate may not be able to investigate fully if a complaint is received after the Guest has vacated the Property.
- 17. Liability:** Subject to the limit set out in Clause 18, if the Estate fails to comply with these Terms & Conditions, the Estate is responsible for loss or damage the Guest suffers that is a foreseeable result of the Estate's breach of these Terms & Conditions. However, the Estate is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the booking was made, both the Estate and Guest knew it might happen.  
To the maximum extent permitted by law, the Estate's total aggregate liability to the Guest arising under or in connection with these Terms & Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amounts actually paid by the Guest as rental payments for the booking.  
Nothing in this agreement shall in any way limit or exclude the Estate's liability for death or personal injury caused by the Estate's negligence, fraud or fraudulent misrepresentation or any other matter for which it would be unlawful for the Estate to exclude or attempt to exclude from their liability.
- 18. Belongings:** The Estate does not accept any responsibility for the personal belongings of the Guest or the Guest's motorcar and it is the responsibility of the Guest to take care of such belongings and arrange appropriate insurance cover in respect of these items. All personal items left at the Property are left at the Guest's risk.
- 19. Occupancy:** The Guest shall be entitled to occupy the Property from 4pm on the day of arrival and must vacate the Property before 10am on the day of departure unless there has been prior agreement to the



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contrary with the Estate. Any variation must be clearly stated in the booking confirmation.

- 20. Wildlife:** Many of the Estate properties are in rural areas. Therefore, expect to meet some wildlife, including the odd spider, mouse, bird, fly, bee, wasp or other creatures, which may make their way into the Property unbeknown to the Estate. The Estate reserve the right to take no action if they do not consider the existence of the wildlife to be a serious threat to health.
- 21. Cancellation Insurance:** The Estate strongly recommends that insurance is taken out by the Guest with a reputable provider to cover the booking, including risk of cancellation. It is the responsibility of the Guest to ensure that the insurance cover is sufficient for the booking and any likely risks that may affect the booking.
- 22. Right of Entry:** The Estate shall be allowed the right of entry to the Property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance. The Estate shall attempt to give the Guest reasonable prior notice for any access needed to the Property, except where an emergency situation arises.
- 23. Data Protection:** The Estate will process the personal data of the Guest in accordance with the Estate's privacy policy: <http://hean-castle-estate.com/wp-content/uploads/2018/06/HCE-Privacy-Notice.pdf>.
- 24. Force Majeure:** The Estate will not be liable or responsible for any failure to perform or interruption or delay in performance of any of the Estate's obligations under these Terms & Condition or in relation to the booking that is caused, affected, interrupted or contributed to by any events beyond our control. The Estate use will use its reasonable endeavours to find a solution by means of which our obligations may be performed despite such event.
- 25. Other important terms:** The Guest may only transfer its rights or your obligations under these Terms and Conditions to another person if the Estate agrees in writing.
- This contract is between the Estate and the Guest. These Terms and Conditions do not give rise to any rights to any third party to enforce any term of these Terms and Conditions.
- If the Estate needs to contact the Guest or give the Guest notice in writing, the Estate will do so by emailing the email address the Guest provides when making the booking.
- If the Guest wishes to contact the Estate in writing, or if any condition in these Terms and Conditions requires the Guest to give the Estate notice in writing, the Guest must send this to us by email to [leisure.office@hean-castle-estate.com](mailto:leisure.office@hean-castle-estate.com). The Estate will confirm receipt of this by contacting you in writing at the email address the Guest provides.
- 26. Governing Law:** These Terms and Conditions are governed by, and construed in accordance with, English Law and any legal proceedings will be brought in the English courts, provided that if mandatory statutory consumer protection regulations in the Guest's country of residence contain provisions that apply by application of applicable law, such provisions shall apply irrespective of the choice of English Law. If the Guest is a consumer, the Guest may bring any judicial proceedings relating to these Terms and Conditions before the competent court of the Guest's place of residence or the competent court of the Estate's place of business in England.





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## THE SCHEDULE

### Rules governing the occupancy of the Property

- **No Smoking:** the Estate has a No Smoking policy within properties
- Pets are only allowed in the Property or in the grounds of the Property when prior authority has been given by the Estate and the Estate reserves the right to apply additional fees, which shall be paid by the Guest prior to the pet entering the Property. **Pets are not allowed in bedrooms, on any item of furniture or to be left unattended in any property and it is the pet owner's responsibility to clean up any soiling.**
- The number of occupants of the Property should not exceed the maximum number stated in the booking confirmation.
- The Guest shall not carry out any activity in the Property or within the Property grounds which might cause a nuisance or annoyance to the Estate or the occupiers of any adjoining property (including playing loud music at any time or acting in an anti-social manner).
- Use of the Estate websites and services are subject to these guest Terms and Conditions and the Estate's privacy policy [http://hean-castle-estate.com/wp-content/uploads/2018/06/HCE- Privacy-Notice.pdf](http://hean-castle-estate.com/wp-content/uploads/2018/06/HCE-Privacy-Notice.pdf) which outlines how the Estate uses and protect the Guest's data in delivery of these services.

All details correct at time of printing: E&OE.