

## Booking Conditions

**NB: Please refer to Additional Covid-19 conditions at the foot of these terms. These Conditions are supplementary to, and where relevant replace the terms below until further notice.**

Please read these conditions carefully. They set out the basis of your contractual agreement with the owners of Holly-Garth, who also provide your holiday (also referred to as Owner from now on). In making a booking, you warrant that you are not under 18 years of age, and have the authority to accept and do accept on behalf of your party the terms and conditions set out below.

1. Terms. All terms are either per week or per short break (start day as specified) for Holly-Garth as equipped and described. The usual check-in time is after 3.00pm (subject to unavoidable delays). The check-out time is strictly 10.00am. You are obliged to leave everything in a clean and tidy condition and you are responsible for any damage done or loss sustained during your stay.

We reserve the right to alter prices in this brochure or on the website, which may go up or down. We will advise you of the current price at the time of booking. These terms and conditions are applicable to bookings made by phone, through our website, or through our booking partners.

2. Making a booking. All offers and bookings are subject to availability. A binding contract comes into existence between you and the Owner once we have received your deposit and booking form and we have issued a hire invoice and booking acceptance by e-mail, fax or post. All bookings are subject to return of a fully completed and signed booking form and acceptance of our terms and conditions.

You must check your hire invoice and booking acceptance as well as all other documents we send you carefully as soon as you receive them. If any information appearing on any document appears to be inaccurate in any way, you must let us know straight away. We regret we cannot accept any liability to make changes if we are not notified of any inaccuracy in any document within 10 days of our sending it out.

The contract shall be between you and the Owner and be subject to English Law and the non-exclusive jurisdiction of the Courts of England and Wales.

3. Number in your party. The total number in your party must not exceed the capacity of Holly-Garth as advertised by us. If your holiday price includes the 'small party reduction' the number in your party must not exceed that advised at the time of your booking and included on your booking confirmation. Babies under 2 may or may not be counted as members of your party. The Owner has the right to refuse to hand over Holly-Garth to any party exceeding these limitations, or to terminate the holiday of anyone exceeding these limitations at any time during the holiday. You should note our booking terms carefully before booking. The number of people in the party must be confirmed to the owner at the time of booking or within seven working days of the start of the holiday, in order that the correct accommodation arrangements (arrangement of beds, linen etc) can be provided. Bedrooms must be selected at least 1 week prior to arrival and only the chosen rooms will be made up. If rooms are not chosen by the client, the owners will allocate rooms according to the party. The owners reserve the right to charge extra where more than 3 bedrooms are used even though discount has been applied. In the event that you are asked to leave as a result of a breach of these conditions, no refunds will be given. In exceptional circumstances, we may allow an extra guest to stay at Holly-Garth. This is, however, subject to the rules above, and we reserve the

right to refuse such a request. In the event that we agree to an extra guest taking the number over 8, we reserve the right to make an extra charge which must be paid and cleared at least 2 weeks before the start of the holiday.

You cannot arrange for visitors to the property – without the advance consent of the Owner. You cannot significantly change the number of adults or children during your stay. (For example, if you book for two adults and two children, you cannot arrive with four adults and no children.) You must not hold events (such as parties, celebrations or meetings) at the property without the advance consent of the owner. If you do any of these things, the owner can refuse to hand over the property to you, or can repossess it. If the owner does this, we will treat this as you cancelling the booking. In these situations you will not receive a refund of any money you have paid for your booking. And we will not be legally responsible to you as a result of this situation. (This will include, for example, any costs or expenses you have to pay due to not being able to stay in the property, such as the cost of finding other accommodation.) We are not under any obligation to find any alternative accommodation for you.

4. Payment. When you book you must pay the applicable deposit requested (£100 or 30% of the cost of the holiday, whichever is greater).

Your balance is due and payable by the date printed on your Hire Invoice (8 weeks before your holiday start date). For bookings made within 8 weeks of your holiday start date you pay the full amount when you make your booking.

Payments can be made by credit card, debit card, or by online banking. We take Mastercard, Visa, Visa Electron, Maestro and JCB cards, and we do not currently charge for this service. Transactions in foreign currencies will be subject to the conversion rates applied by our credit card providers at the time of booking.

5. Changes by you. Once a booking has been confirmed by us to you, should you require it to be amended then, if we accept this change, a fee of £15.00 will be charged. Up to 8 weeks before the holiday start date you may change your holiday start date to another date within the same calendar year, subject to availability and payment of the above fee and any outstanding difference in price. You may transfer your booking to someone else/another party (introduced by you) at any time providing you pay the administration fee of £15.00 and any outstanding balance.

Please note: Bookings may not be transferred to other parties after we have received notification of cancellation.

6. Cancellation by you. Telephone us immediately if you have to cancel and on the same day send us written confirmation quoting your booking reference number. Your cancellation is effective from the date we receive your written confirmation by post, email or fax which will be acknowledged.

We would advise you to arrange your own travel insurance to cover the cost and duration of the holiday

Cancellation for a Qualifying Reason

Subject to receipt of satisfactory documentary evidence, you will be entitled to a refund and a waiver of responsibility for any balance payment due (less £50 administration charge) if you cancel at any time after we accept your booking and before you leave Home to start your Holiday or you curtail your Holiday at any time after you leave Home and before your planned return to it on the Holiday end date (provided that everyone in your entire party cancels or curtails the Holiday and the property is left vacant) and your reason for doing so did not exist at the time of booking and is any of the following:

- death, injury, illness, pregnancy, childbirth (which must be confirmed by a registered medical practitioner) or compulsory quarantine of any of the party or their close relative or partner, close business associate or partner;

- if public transport is disrupted by actual or intended strikes;
- if a guest must:
  - do jury service and has had a written request for an alternative date refused;
  - act as a witness in a court; or
  - stay at home to help the police after a fire or theft at home or their place of work;
- if the guest's home has been seriously DAMAGED inside 14 days of the planned departure date or during the holiday;
- if there is a national emergency and the guest has leave cancelled by HM Armed Forces or a police authority;
- if the guest receives notice of redundancy which qualifies for statutory payment;
- if the guest is unexpectedly posted to work outside the TERRITORIAL LIMITS.

.Cancellation Procedure;

• If a cancellation or curtailment situation arises for a qualifying reason, please contact us immediately first by phone and then in writing by email, post or fax, supplying documentary evidence, including medical certificates where appropriate. Our address is Boundary Farm, Mansfield Road, Farnsfield Nottinghamshire NG22 8HY

- You and your party must take ordinary and reasonable care to safeguard against loss, damage, accident, injury or illness
  - All information provided to us must be complete and accurate
  - You will not be paid if you or your party do not comply with any obligation to act in a certain way specified in this clause or if they are dishonest
  - All certificates, information and evidence provided by you shall be at your expense
- If you are due a refund, you will be paid in £ sterling within 60 days of receipt of valid documentary evidence (including medical certificates where appropriate).

(b) Cancellation for a non-qualifying reason

If you cancel for a reason other than one of those listed in Section 6(a) above, a charge will be payable by you to cover our costs including charges by third party operators. These charges are set out below:

|   |   |
|---|---|
| Period before scheduled arrival date within which written cancellation notification is received | Cancellation charges as a % of total costs (excluding amendment and credit card/PayPal/bank charges which are non-refundable) |
| More than 56 days   | Loss of Deposit   |
| 43 – 56 days  | 50%   |
| 29 – 42 days  | 70%   |

|                 |      |
|-----------------|------|
| 8 – 28 days     | 90%  |
| 7 days or under | 100% |

+Please note: The cancellation charge applicable will be equal to the loss of deposit or the percentages shown, whichever is higher.

7. Linen, Towels and Keys. Except for cots, bed linen is provided at Holly-Garth. This may be duvets or blankets and sheets. Please take bed linen for cots with you as required. Towels are provided at a rate of one bath towel and one hand towel per guest per week. The keys are your responsibility and must be treated with due care. The arrangements for collecting the keys will be notified to you when your final confirmation is sent out on payment of the balance of your holiday. The keys must be returned in the prescribed manner on completion of the holiday. The Owner reserves the right to charge for replacement/ loss of the keys, and should it be necessary to change locks due to the loss of keys, this cost will be deducted from any security deposit or billed to you within 28 days of completion of your holiday.

8. Cancellation by the Owner. Very occasionally, in circumstances of ‘force majeure’ as defined in clause 15, we the Owner of Holly-Garth may have to cancel your booking. We will tell you as soon as possible, and offer you an alternative date or a full refund. We regret we cannot pay compensation or any reimbursement of any expenses or costs you may incur as a result of any such cancellation or change.

9. Brochure and Website accuracy. We have taken care to ensure the accuracy at the time of publication of our brochure and continuously with the website; however information and prices may have changed by the time you book. There may be small differences between the actual accommodation and facilities and its description, as we the Owners are always looking for ways to make improvements. We will use our best endeavours to notify you of any changes to, or inaccuracies in any information contained in this brochure or on our website as soon as reasonably practicable after we become aware of that change or inaccuracy.

10. Activities and facilities. The Owner reserves the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond his/her control. The use of the facilities at Holly-Garth is entirely at your own risk.

11. Unreasonable behaviour. We the Owners of Holly-Garth have the right to refuse to hand over accommodation to anyone who, in the reasonable opinion of the Owner is not suitable to take charge of it. In such cases all hire charges paid will be refunded, the contract will be terminated and the Owner will have no further liability. The Owner reserves the right to refuse the booking of or cancel the booking of anyone that we have grounds to believe will not be in the best interests of the security and maintenance of Holly-Garth.

All vehicles must be parked either in the grounds of Holly-Garth itself or in the public car parks in Helmsley. There is no street parking on Eastgate, and your vehicles must not cause any sort of obstruction or annoyance to other residents. We do not allow any sort of camper van, motorhome or caravan, or commercial vehicle.

We reserve the right to terminate a holiday after the keys have been handed over, if the unreasonable behaviour of anyone in your party is likely to cause danger or significant annoyance to others, damage to property, or inconvenience or distress to neighbours. In these circumstances, no refund will be given. Please note that unreasonable behaviour specifically

includes smoking by any member of your party at Holly-Garth, which is designated as a no smoking property. We also do not allow Vaping or the use of e-cigarettes inside the property.

12. Damage to Holly-Garth. You are liable to the Owner for any damage caused in the property during the period of hire. The Owner has the right to enter any Holly-Garth (without prior notice if this is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out). The owners also reserve the right to levy a charge to the client in the event of the house being left in a state where extra cleaning/repairs are necessary.

13. Party Type. Groups, organisations and charitable institutions bookings: If your party includes unrelated members from an organisation or has been funded/organised on behalf of a third party such as a local authority, charitable, religious or NHS Trust, we, the Owner, need the following information when you book:

- The full name of the organisation supporting or funding your booking and details of personal and public liability insurance.
- The name and contact details for the person responsible for (and accompanying) the party during the holiday.
- The number of people in the party and their names

Should you arrive at your accommodation with such a group without notifying us of the required details, the Owner has the right to refuse to hand over Holly-Garth to you. The Owner reserves the right to refuse bookings of this type. You may be asked to pay a higher Security Deposit at the time of take-over.

Disabled, infirm and restricted mobility guests: Where access to or the layout/features of Holly-Garth makes it unsuitable for visitors with some mobility difficulties, every effort has been made to ensure that our description makes this clear. To ensure the accommodation and location booked is suitable for visitors with a disability, it is essential that all booking requests from parties including people with special needs, give us full and clear details of those needs at the time of booking. If your party includes individuals who usually require special care due to a disability, you are entirely responsible for ensuring that all members of the group are adequately cared for at all times by a suitable person. Our Accessibility statement is available on the website or on request.

14. Security Deposits. The Owner reserves the right to ask for payment of a security deposit in certain circumstances. Where a security deposit is payable, you will be informed at the time of booking and the deposit (and the amount payable) will be confirmed to you on your Booking Confirmation. The deposit is payable to the owner at least two weeks prior to arrival and will be returned to you within 10 days of departure by the Owner provided that Holly-Garth is left in the condition in which it is found..

15. Force Majeure. The Owner cannot accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to “force majeure”.

Circumstances amounting to “force majeure” include any event which we or the owners could not, even with all due care, foresee or avoid. Such circumstances include the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond the owner’s control.

16. Your Pet. We are happy to accept 1 small and well-behaved dog by prior arrangement and at the discretion of the owners. We regret that due to the high standards of furnishing and cleanliness at Holly-Garth, we ask that you do not allow your dog upstairs, on the furniture or

on any carpeted areas. A surcharge will be made to cover the extra cleaning required. No pets of any other species are accepted at Holly-Garth.

17. Assistance Dogs. Registered assistance dogs are accepted free of charge at Holly-Garth, however, it is the responsibility of the owners/users to ensure that the dog does not cause any damage or soiling of Holly-Garth.

18. Your Vehicles and Property. Your vehicles, their accessories and contents and your property are left entirely at your risk. Secure storage is provided for bicycles and other equipment, but this is used entirely at your own risk. The Owner is not responsible for any loss or damage from or to any vehicle from any cause whatsoever. The owner is not responsible for any loss of or damage to any of your property from any cause whatsoever.

19. Our responsibility for your booking. We are responsible for making your booking in line with your instructions, and are not responsible for any information about the accommodation that we pass on to you in good faith.

However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

20. Comments or concerns. You must notify any shortcomings with your accommodation to the Owner or his/her representative immediately so that remedial action, if appropriate, can be taken. If a significant problem is not resolved to your satisfaction, please contact us as soon as possible during your holiday.

It may affect the investigation of your complaint and may impact on the level of compensation that you may be entitled to if you fail to notify the Owner or his/her representative of any complaint or claim during your holiday and/or write to us with full details within 28 days after your holiday had ended.

21. Personal Travel Insurance. You are strongly recommended to take out Personal Travel Insurance for your holiday.

22. Data Protection Policy. In order to process your booking we need to use the information you provide such as name, address, any special needs etc.

Proper security measures are in place to protect your information. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

We will not, however, pass any information onto any person not responsible for part of your accommodation and travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant person. The Owner or the Supplier's use of your information is subject to their policy and is their responsibility. You are entitled to a copy of your information held by us. If you would like to see this please contact us.

#### Marketing

We will hold your information, where collected by us, and may use it to inform you of offers in the future or to send you brochures. If you do not wish to receive such information in the future, please write to us.

Mr and Mrs N.R. Gray, Boundary Farm, Mansfield Road, Farnsfield Nottinghamshire  
NG22 8HY

## Supplemental Conditions relating to the Covid-19 pandemic.

These conditions are supplemental to and, where relevant replace our normal booking conditions from 1<sup>st</sup> June, 2020 until further notice.

There are some extra rules that we are required to advise you of:

- We cannot accept guests under the following conditions:
  1. If anyone in your group has been identified through contact tracing as having been in close contact with someone confirmed with Coronavirus during the last 2 weeks. This also applies to their whole household
  2. If anyone has coronavirus symptoms, has been confirmed with coronavirus within the last 2 weeks, or has a member of their household with symptoms or a positive test
  3. If anyone becomes ill while at the house, please will the party travel home immediately without stopping anywhere, and inform us as soon as possible
  
- To comply with government contact tracing rules, we will need the full names and addresses of everyone who will be staying at Holly-Garth.
- Before departure, please will you strip the sheets, pillowcases and duvet covers from the beds and put them in black bin liners, which will be supplied.
- Please can you put the bathroom towels into separate black bags, which will be provided.

I am afraid that due to the considerable extra cleaning and disinfecting that we will have to do, arrival is after 5.00pm, and departure is by 9.00am.

We regret that we are unable to provide a cot or high chair at present, due to infection risk and cleaning constraints. Please can your family bring their own if they are joining you.