

# TERMS AND CONDITIONS – HUNSETT MILL

## 1. Agreement

1.1 This Agreement is between the contracting member of the booking party ("you" and "your") and the owners (the "Owners", "we", and "us"). Mr. and Mrs. Emery and Mr. and Mrs. Dodsworth of Hunsett Mill

1.2 The agreement includes the terms and conditions contained below. The making of a booking and payment of a deposit or full balance (for bookings made within 6 weeks of arrival) will constitute the formation of a legally binding Agreement on these terms and conditions between you and the Owners for the holiday rental of the Accommodation.

## 2. Definitions

In this Agreement the following terms have the following meanings:

'Accommodation' means Hunsett Mill Stalham Norfolk;

'Accommodation Cost' means the cost of your holiday rental of the Accommodation;

'Agreement' means this Agreement;

'Booking Confirmation' means an email or letter from the Owners to you confirming your booking, subject to the terms of this Agreement;

'Remittance Advice' means an email or letter from the Owners to you confirming receipt of your payment, subject to the terms of this Agreement;

## 3. Bookings and Payment Terms

3.1 All bookings will be made via the Owners or their nominated agents. Bookings are subject to availability, and are provisional until a Booking Confirmation or Remittance Advice has been sent to you by the Owner. Receipt and banking of any deposit monies will not constitute acceptance of a booking. Subject to any applicable law, we reserve the right to refuse any booking for any reason.

3.2 Payment is accepted by cheque.

3.3 A Booking Confirmation or Remittance Advice will be sent once the following conditions have been satisfied:

3.3.1 for bookings made 6 weeks or more in advance, you have paid a deposit of 25% of the Accommodation Cost within three days of making your booking request, or

3.3.2 for bookings where the arrival date is within 6 weeks of your booking request, you have paid the full Accommodation Cost; and

3.3.3 your payment has been received and cleared in the Owners' bank account.

3.4 As soon as you receive your Booking Confirmation or Remittance Advice, you must check the details carefully. If anything is not correct you should tell us immediately.

3.5 The full Accommodation Cost must be paid 6 weeks prior to your arrival. If we have not received the full amount 6 weeks before arrival, we reserve the right to cancel your booking and retain your deposit and we shall be entitled to damages and any other costs arising as a result of such cancellation.

3.6 The Owners' primary method of communication with you will be via email, and Booking Confirmations and Remittance Advices will be sent by email unless we agree otherwise in writing. It is your responsibility to check your emails regularly and to advise of any change to your email address, and the Owners accept no responsibility for any loss, claim or damages arising out of your failure to comply.

#### **4. Cancellations**

4.1 Cancellations by you: If you have to cancel your booking, we require your instruction in writing and we will charge you as follows : (i) if the cancellation is 6 weeks or more before your date of stay, you lose the deposit; (ii) if the cancellation is 1 to 6 weeks before your date of stay, you are obliged to pay 50% of the total Accommodation Cost including your deposit; (iii) if cancellation is 1 week or less before your date of stay, you are obliged to pay 100% of the total Accommodation Cost.

4.2 Cancellations by the Owner : We reserve the right to cancel or alter your booking for reasons beyond our reasonable control and where in our opinion it is necessary to undertake essential repair and refurbishment work. In the event that we cancel your booking, we will refund you any monies paid to us. Apart from refunding the money you have paid us, we will have no liability towards you for any loss, claim or damages arising out of the cancellation.

#### **5. Changes to bookings**

5.1 Changes requested by you: Changes to bookings made by you will be treated as a cancellation and the charges in clause 4.1 above will apply. At our sole discretion and in writing only, we may waive our right to treat a change as a cancellation and accept your requested change, in which case a £50 administration fee will apply and must be paid immediately.

5.2 Changes made by the Owner: We hope that this will not be necessary, but if we have to make any change to your booking, we will treat it as a cancellation by us pursuant to clause 4.2 above.

#### **6. Our Obligations to You**

6.1 The Accommodation is provided on a self-catering basis and no food or provisions are provided except a welcome kit of some basic food stuffs.

6.2 Electricity, water, internet access, linen, towels and final cleaning are included in the cost of your booking. We will also provide fuel for the fire.

6.3 While we will use reasonable endeavors to supply electricity, water and internet access, we do not guarantee their availability.

6.4 We will issue arrival instructions and directions roughly 3 weeks prior to your arrival, to the email address used for the Booking Confirmation unless we have been advised of any change in your e-mail address.

6.5 We aim to ensure that the information on our Website is accurate. However, we cannot accept responsibility for any inaccurate, incomplete or misleading information on our Website about the Accommodation or its facilities and services, except where such failure to provide full and accurate information arises out of our negligence or wilful misrepresentation.

#### **7. Your Obligations to Us**

7.1 By making the booking, you warrant that:

7.1.1 you are over 18 years old;

7.1.2 you are authorised to make the booking under these terms and conditions by all other members of the party;

7.1.3 you accept full responsibility for all persons who will use the Accommodation;

7.1.4 you accept full responsibility for making all payments due to us under this Agreement; and

7.1.5 you have read all of these terms and conditions and understood that you will be bound by them.

7.2 You agree to indemnify us against all loss and damage to the Accommodation and its contents caused (whether directly or indirectly) by or arising out of any deliberate or negligent act or omission by you, or any person accompanying you, and, without limitation of the foregoing, to pay us forthwith upon written demand our costs in making good any such loss and damage, plus a handling charge of £20.

7.3 For the avoidance of doubt, should any cleaning be required following your stay in the Accommodation which is more than would normally and reasonably be anticipated by us, the cost of such cleaning shall be treated as damage and made good by you pursuant to clause 7.2 above. Such extra cleaning will not normally cost less than £100, but may cost considerably more.

7.4 You undertake to keep the Accommodation and its fixtures and fittings in the same state of repair as at the commencement of your holiday (save for reasonable wear and tear). Any breakages and damages must be reported as soon as possible to the Hunsett Mill email address.

7.5 You and all members of your party undertake to behave lawfully at all times at the Accommodation.

7.6 You and any person accompanying you are not permitted to smoke at the Accommodation.

7.7 You will not bring any dogs or other pets with you to the Accommodation.

7.8 You and your party will not have access to the Accommodation until after 4pm on the day of arrival and must vacate the Accommodation by 10am on the day of departure. If you have not arrived and have not contacted us by 12 noon on the day after your arrival date we may treat your booking as having been cancelled by you. No refund will be made in this situation.

7.9 You will comply with any reasonable regulations relating to the Accommodation and surrounding area.

7.10 Your booking must be for holiday purposes only and not used for gatherings such as wedding receptions, stag or hen weekends or other parties, nor for any commercial undertaking or photographic shoots, nor for any unlawful purpose.

7.11 The Owners and their representatives may have access to the Accommodation during your stay. If we need to gain access, we will give you as much warning as we can. There will be no need for you to stay in for such a visit. Please also be aware that a gardener visits the property approximately once a week in order to maintain the grounds.

7.12 If you have any queries or issues concerning the Accommodation during your stay you should notify the housekeeper, whose details you will be given prior to your stay. Any formal complaint may be made to the Hunsett Mill email address. We will not normally make any refunds in respect of complaints made after your departure from the Accommodation if you did not make the complaint during your stay. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and provide a remedy at that time.

7.13 You must not occupy the Accommodation with any more people than we allow. This is restricted to 9 adults / children plus two infants under the age of 2 years for whom travel cots are provided.

7.14 If you or any member of your party has any medical problem or disability that may affect your booking, you must advise us of the full details before you confirm your booking. If we are unable to properly accommodate the particular needs of the person concerned we may decline or cancel the reservation.

7.15 You and your party will ensure that any naked flames such as those of candles and barbecues are not left unattended and are properly extinguished when not in use.

7.16 As the booking process is via electronic media, you must advise us of any change in your e-mail address or any other contact details as soon as possible.

## **8. Right to Evict**

8.1 The Owners may terminate the Agreement on notice, in which case you and your party must leave the Accommodation, in the following circumstances:

8.1.1 at our discretion where there has been a serious breach of the Agreement, or

8.1.2 if you or any member of your party is behaving unlawfully, or

8.1.3 if we reasonably believe that you or your party's behaviour endangers the safety of other visitors or is likely to cause damage to the Accommodation; or

8.1.4 you occupy the Accommodation with any more people than we allow, or

8.1.5 any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

8.2 If you are evicted in accordance with this clause 8, we will have no liability to you or any member of your party, including without limitation the payment of any compensation to you or the payment of any costs or expenses incurred by you as a result of not being able to occupy the property, such as the cost of alternative accommodation. We will have no further obligation to you, including without limitation finding alternative accommodation for you.

## **9. Liability**

9.1 The Owners' total aggregate liability under this Agreement to you and those accompanying you at the property is limited to no more than the Accommodation Cost.

9.2 The Owner accepts no liability for any interruption in electricity, water supply or internet service, nor will we be liable for any loss of property or any other loss or damage caused by us or our agents.

9.3 The Owner shall have no liability for any indirect, incidental or consequential loss, damage, claim or expense howsoever arising.

9.4 Nothing in this Agreement shall exclude liability for death or personal injury caused by our negligence or that of our agents whilst acting in the course of their employment; fraud or fraudulent misrepresentation on our part; or anything else for which liability may not at law be excluded.

## **10. Force Majeure**

10.1 Except where otherwise stated in this Agreement, we shall not be liable for any change or cancellation which is a result of circumstances beyond our reasonable control and which we could not reasonably have foreseen, including but not limited to strike, lock-out, labour dispute, act of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, insolvency or bankruptcy of the Owners, fire, flood, snow and storm or exceptional weather conditions.

## **11. Data Protection**

11.1 In order to process your booking, we will use your personal information, such as name, address, email address and mobile telephone number. We will put in place and maintain proper security measures to protect your information. The information may also be provided to security or credit checking companies, and public authorities such as the police or customs/immigration, if it is required by them, or as required by law. When making a booking with us, you consent to this information being passed on to the relevant persons.

11.2 You understand that we may need to disclose the personal information you supply to us to our agents, suppliers and representatives as required, and you consent to our doing so.

11.3 We would like to hold your information (including any email address), where collected by us, for our own future marketing purposes (for example, to inform you of promotional offers on the

Accommodation). If you do not wish to receive such approaches in future, please inform us as soon as possible.

## **12. General**

12.1 Severability: If any provision in this Agreement is deemed to be illegal, unenforceable or invalid for any reason, it shall be deemed to have been struck out and the remaining provisions shall survive and continue to be binding and enforceable.

12.2 No waiver: Any failure by the Company to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision and shall not affect our right to enforce such provision.

12.3 No assignment: You may not transfer, assign or otherwise dispose of your interest in this Agreement without our prior written consent.

12.4 Rights of Third Parties: Nothing in the Contracts (Rights of Third Parties) Act 1999 shall operate to give any third party the right to enforce any term of this contract.

12.5 Jurisdiction: The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the exclusive jurisdiction of the Courts of England and Wales.