

## Terms & Conditions - the Contract

This is a legally binding contract between the owners of Bank House Jayne and Richard Clayton (the "Owners"), and you as party leader (the "Party Leader"). Any reference to either 'us' or 'we' in these Terms and Conditions refers to the Owners. 'You' or 'your' are references to the Party Leader. Nothing in these conditions affects your normal statutory rights.

### Your Booking

We do not accept booking from anyone under the age of 25 at Bank House. We do not accept any stag or hen parties or similar.

Any disputes or queries relating to this contract will be between the Party Leader and the Owners. The Party Leader will assume responsibility for all guests who make up the holiday party and compliance with these rules by all holiday party members.

### Payment and Confirmation

A deposit of 20% of the booking price (the "Deposit") is payable at the time of booking. The confirmation form (the "Confirmation") will be issued on receipt by the Owners of the Deposit and this contract will be effective from the date on which the Owners issues the Confirmation.

The Owners have the right to refuse any proposed booking prior to the issue of the Confirmation. The Owners reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property.

When the Confirmation is received, the Party Leader must check the details carefully. If anything is not correct you should tell The Owners immediately. The Owners will amend the Confirmation and send the Party Leader an updated Confirmation.

The balance of the booking price must be received no later than 10 weeks before your arrival date, together with an additional damage deposit of £500 (the Refundable Damage Deposit) (see below). The Owners reserves the right to cancel the booking if full payment has not been received by 10 weeks prior to your arrival. If you book less than 10 weeks before the arrival date, payment of the total cost, plus the Refundable Damage Deposit is due at the time of booking.

Payment can be made by cheque or bank transfer. Bank details will be provided with an invoice to be received with the Booking Form and these Terms and Conditions.

### Occupants

Only those listed on the booking form may occupy the premises. The Owner reserves the right to refuse entry to the entire party or to ask the entire party to vacate the property during their stay if this condition is not observed.

The standard number of occupants is 12 adults and 2 children, plus two babies under 2 years old.

#### Cancellation of bookings by you

If you need to cancel your booking you must contact one of us immediately by email or phone, followed up by a written confirmation. Do not leave a text or voicemail message to inform of your cancellation. The Deposit is not refundable and if the cancellation is within 10 weeks of your arrival date, then the balance, if already paid, will not be refunded and if not paid, is still due and owing under this contract.

In the circumstance that Bank House is re let after cancellation. You will be refunded the balance in full. However, if it has been re let at a reduced price, the difference between the reduced balance and the original balance will be refunded to you.

Once made, your booking can only be moved from one date to another at the Owners discretion. If you wish to change the booking date you will have to cancel the original booking and the cancellation policy set out in this contract will apply regardless of any subsequent booking made. An admin charge of £50 will be charged to change booking dates.

#### *Covid 19:*

##### *Cancellation circumstances.*

*Please note that we will only refund your booking in full if the lockdown roadmap for lifting restrictions at your time of booking is later changed – for example restrictions on household mixing or travel to the property then prevents you from staying.*

##### *Before You Arrive*

*If you or any of your party develop or have any symptoms of Covid-19 within 14 days of your holiday or receive a track and trace alert you must inform us straight away or at least 48 hours before you go. Please also inform us if this occurs within the last 48 hours before departing for your holiday. Please check your travel insurance regarding their cancellation guidelines.*

##### *While you are staying at the property*

*If you, or any of your party become ill or display any symptoms of Covid-19 or receive a track and trace alert while you are at the property, you should call us straight away. You will then be required to all leave immediately. Again, please check your travel insurance regarding their cancellation guidelines.*

#### Cancellation of a booking by us

If Bank House is unavailable for any reason beyond the Owners control, the Owners reserves the right to cancel your booking at any time and you will be refunded both the deposit and the balance paid for the booking. The Owners liability will not extend beyond this refund.

Failure to observe any of the Terms and Conditions will give The Owners the right to cancel the booking and, if you are already at the property, to require you to vacate it immediately without compensation.

#### Damages and Breakages

All damages and breakages at Bank House (including any additional cleaning costs incurred due to the property being left in an excessively dirty condition at the end of your stay) are the legal responsibility of the Party Leader and should be notified to the Owners before the end of your stay. The costs of all damages, breakages or additional cleaning shall be payable on demand. These costs will be deducted from your Refundable Damage Deposit, but are not limited to that amount. You may be invoiced for the difference between the Refundable Damage Deposit and the actual cost of the repairs/cleaning. No repairs of any kind to Bank House or its contents must be attempted by you, or any of your party.

Please let us know about any problem with any appliance or fixture or fitting as soon as possible and we will ensure that if we can within a reasonable time, fix or repair or that an alternative arrangement can be made.

The balance of the Refundable Damage Deposit (less any deductions as set out above) will be refunded within 10 working days of the end of your booking. The Owners reserves the right to repossess Bank House at any time where you or any member of your party has caused damage or behaves in an unreasonable way. The Owners shall not be liable to make a refund of any remaining portion of sums paid under this Contract.

#### Complaints

If you have any problem or cause for complaint it is essential that you contact the Owner or their representative immediately so that an investigation can be carried out and any necessary action taken. Under no circumstances can compensation be paid for any complaints that are made after the hire has ended or where the Owners or any representative has been denied the opportunity to try and put matters right during your stay.

#### Liability

The use of Bank House and gardens is entirely at the risk of all members of the holiday party and no responsibility can be accepted for injury, loss or damage to such party or their belongings.

Party members are asked to take care at all times while at Bank House and parents are asked to ensure that children are kept safe, accompanied by a responsible adult, and not left unattended either in the house or gardens. Please note that there are uneven steps down to the lawn and sloping paths around the garden.

#### Your responsibilities

For the whole of the period included within your booking, you will be responsible for the property and will be expected to take good care of it. We aim to ensure that the information and descriptions provided are accurately conveyed on the official website and any authorized third-party websites or advertisements.

Prior to arrival you will be sent an attachment doc of our welcome book about Bank House, including the health and safety information. You are responsible for ensuring all guests and their family members are familiar with the procedures.

Should there be any specific health or mobility difficulties which affect a party member, this must be pointed out at the initial booking stage so that the suitability of the property can be assessed.

#### Arrival and departure

Bank House will be available to you after 3 pm on the start date of your holiday and you must leave by 10 am on the last day. You must allow us or our housekeepers access to the property at any reasonable time during your stay. Your right to occupy the property is limited to a right of occupation for the duration of your stay for holiday purposes and such right shall terminate at 10.00 am on the scheduled date of the completion of your holiday.

The property and all equipment and utensils must be left clean, tidy and as much as possible in their original position at the end of your holiday booking.

#### Bed linen, towels and cleaning

Bed linen and bath/kitchen towels are provided and included.

The cost of cleaning, when the house is left in a tidy and reasonable state, is included in the price.

#### Infant under 2

Please note that two cots and two high chairs are available on request for no charge. Please note that cot sheets and blankets are not provided

#### Smoking

Bank House is strictly a non-smoking property. Please note that smoking is not allowed anywhere inside the house. We will seek compensation (including consequential loss) for any damage and additional costs of cleaning (such as dry cleaning of curtains and furnishings) caused by a guest smoking within Bank House. Consequential costs may be incurred where it is not possible to remove the smell of smoke from Bank House prior to the arrival of the next guest who subsequently demands compensation due to the smoke damage and/or smell.

#### Noise

There is a zero-tolerance policy on late-night noise. All outside music is prohibited after 10.30pm in consideration of the neighbours. Fireworks are not permitted under any circumstances. PA, sound systems and amplified music are not permitted. Flying drones are not permitted

#### Pets

No dogs and any other pets are allowed at Bank House.

#### Lost Property

You are welcome to contact us if you think you have left anything behind and we will endeavor to get items back to you. Lost property will be kept for one month and then disposed of.

#### Governing Law

In the event of any dispute between the parties this contract shall be governed and construed in accordance with English law.