

# TERMS & CONDITIONS FOR THE HIRE OF ELMS FARMHOUSE, WANGFORD, SUFFOLK.

## BOOKING CONDITIONS & GENERAL INFORMATION

Please read Our Terms & Conditions as set out below, before completing your booking. Once you have paid over your Introduction Fee to The Introducer, a legally binding contract will exist, and it shall be acknowledged by you that you have read and accepted Our terms and conditions in full ("Terms"). We wish to draw your attention to; clause 5.e Our Payment Schedule; clause 6, outlining Our cancellations policy; clause 9 outlining how we treat your security deposit, and in particular clauses 9.h and 9.i.; clause 10 Our Compensation policy, in particular clauses 10.f and 10.g; and clause 16.d regarding insurance.

### 1. DEFINITIONS

The following definitions apply to these Terms:

When the following words with capital letters are used in these Terms, this is what they will mean:

- 1.1 **"Accommodation"** means the period of time for which We provide accommodation at The Property to you as set out in the Booking and agreed by Us or The Introducer;
- 1.2 **"Activities"** means extra services and activities provided by third-party organisations/suppliers, providing such services at the Accommodation and who may be introduced by The Introducer or Us to Clients and with whom Clients then book relevant services direct with the organisations/suppliers. This includes (but is not limited to) services such as catering, equipment provisions, leisure & sporting events, craftworks, lessons, exhibitions, demonstrations. There is no charge to Clients for this introduction service but Clients are advised that the We or The Introducer may receive commissions for the introductions;
- 1.3 **"Advertised Rate"** means the total advertised price payable by a Client in connection with their Booking. It may also be referred to as the "Total" or "Property total" or "Total price" or "Grand total" on the Introducer's website booking/payment pages. This sum includes the Introduction Fee payable to The Introducer, the Rental Rate and the

Utilities Surcharge. It does not include the Security Deposit. It may or may not include Extras, depending on when they are requested. In all cases, the exact payment terms of the Advertised Rate and any parts therein and any Extras and the Security Deposit will be communicated to the Lead Client before they enter into a contract for their Booking via a Booking Request Reply sent to or displayed to the Lead Client;

- 1.4 **“Balance Payment”** means the balance of the Advertised Rate payment plus any extras not already paid for due after the Booking Payment is made by The Client. This is approximately 50% to 60% of the Advertised Rate. This is due for payment 6 calendar months before the Check-In Date. If the Check-In Date falls in under 6 calendar months, then this payment will be collected as part of the Booking Payment;
- 1.5 **“Booking”** means the act of requesting and contracting to hire The Property from Us for a specific number of days at an agreed total cost. The contract is created and agreed when The Client or the Lead Client pays the Introduction Fee or the Booking Payment, (whichever comes first, if not paid together) and a Booking Confirmation is sent by The Introducer or Us (whether the same is received by the Lead Client or not);
- 1.6 **“Booking Confirmation”** means the email sent to the Lead Client following receipt of the Booking Payment or the Introduction Fee;
- 1.7 **“Booking Payment”** means the first payment due to Us that the Lead Client makes to secure the Booking. It is part of the “Booking Payment” made to the Introducer, (which may be referred to as the ‘Deposit’ in the Introducer’s website booking/payment process pages). The Booking Payment is a sum equal to 35% of the Rental Rate, plus the Introduction Fee of 12% and the Cancellation Fee of 8% is therefore approximately 50% of the Advertised Rate (but can vary). If the Check-In Date is within 6 calendar months from the initial booking date, then this payment will equal 100% of the Advertised Rate (also referred to as the “Total” on the Site booking/payment pages) plus all Extras. **In all cases the Lead Client will receive confirmation of the exact sums due via the terms set out in the Booking Request Reply before they enter a contract;**
- 1.8 **“Booking Request”** means the process of submitting a request to hire a property from a Property Provider either through The Introducer’s own website and internal booking process or via direct communications with the Property Provider. For the avoidance of doubt it may also include any means of communication used by the Lead Client to request from Us further information or clarification of Terms or to request the booking of Accommodation;

- 1.9 “Booking Request Reply”** means the email or website page or other communication that communicates to the Lead Client the payment terms offered to secure the Accommodation and the full price (including the Advertised Rate and any Extras and the Security Deposit and the Payment Schedule of the same) to be charged for the Accommodation referred in in the Booking Request. This communication does not constitute an offer or acceptance to hire The Property but is an ‘invitation to treat’ by Us to you. However, it does constitute a part of the Booking contract once the Booking is established;
- 1.10 “Check-in Date”** means the date (and time) on which the Accommodation will begin and the Property will be made available to The Client as communicated to the Lead Client by the Booking Confirmation;
- 1.11 “Check-Out Process”** means the act of attending to The Property to clean and reset it for the next occupants, following the conclusion of The Client Booking, and includes a report from the cleaning & maintenance teams of any issues, damages, breakages or missing items that are discovered during the Check-Out Process;
- 1.12 “Client”** means any member of The Client party or group staying at The Property as part of a contracted Booking;
- 1.13 “Extras”** means the chargeable extra items any Client can add to their Booking, (where available or applicable) such as costs for permission to bring pet dogs, costs for hiring additional towels or linen, costs of hiring additional accommodation space such as annexes or adjacent buildings, which do not constitute part of the Booking Accommodation but are available for hire at an additional cost. These costs will be communicated to you as part of the Booking process and within the Booking Request Reply and Payment Schedule where possible but may be communicated separately, particularly if added at a later stage;
- 1.14 “Event Outside Our Control”**: is defined in clause 11;
- 1.15 “Force Majeure”** is defined in clause 7;
- 1.16 “Introduction Fee”** means any fee the Client pays to The Introducer who introduces Us to the Client;
- 1.17 “Lead Client”** means the individual who completes the Booking, i.e., the name on the Booking documentation and used in the Booking process and collected by The Introducer or Us as the person creating the Booking. We reserve the right to include any

other Client as an additional or alternative Lead Client in addition to or instead of the initial Lead Client at our sole discretion;

- 1.18 “Payment Schedule”** is defined in 5.e;
- 1.19 “Rental Rate”** means the price to be paid by The Client to Us to hire a property for a specific number of days (the “Accommodation”). This may be referred to as the ‘Full rate’ or the ‘Accommodation price’ within the Introducer’s website booking/payment pages. This rate will include VAT at the prevailing rate (where applicable) but will not include any separately detailed charges for the Introduction Fee, the Utilities Surcharge, any Extras or the Security Deposit;
- 1.20 “Security Deposit”** is defined in Clause 9;
- 1.21 “Terms”** means the terms and conditions as set out in this document as well as any other terms and conditions or alterations of the same We express in writing to You, unless We confirm otherwise in writing;
- 1.22 “The Client”** means the definition described in clause 3;
- 1.23 “The Introducer”** means Big House Holiday Rentals Limited or any similar organisation that acts as an introducer of the Client to Us, where an introduction leads to a Booking;
- 1.24 “The Property”** means Elms Farmhouse, Elms Lane, Wangford, Suffolk, NR34 8BA;
- 1.25 “Utilities Surcharge”** means the sum charged by Us as a specified sum to cover the cost of providing utilities such as the heating of the house, the swimming pool heating and any AGA or other range cooker fuel costs (if applicable), as well as the provision of electricity, hot and cold water, and drainage and sewerage of the same as well as VAT (if applicable) at the prevailing rate. The Utilities Surcharge is included in the Rental Rate, but is subject to possible increases in line with the RPI rate of inflation, should RPI increase by more than 3% per annum during the time between the date the Booking is contracted and the Check-in Date. Any surcharge payable under this term will be communicated to the Lead Client at least 14 days prior to the Check-In Date and will become payable at the same time as the Security Deposit. We may, at Our sole discretion, waive the Utilities Surcharge. This surcharge is necessary to accommodate the fact that the rates for utilities/heating costs are liable to change significantly over time and at short notice to reflect changes in the underlying costs charged by suppliers;
- 1.26 “We”/”Our”/”Us”/”Property Provider”** means Elms Farmhouse Limited, a company registered in England and Wales with company

registration number 07886282 whose registered office address is Wingfield Hall, Hall Road, Wingfield, Diss, Suffolk, IP21 5QX with VAT number GB 257 9736 49;

- 1.27** When We use the words "writing" or "written" in these Terms, this will include any emails between Us or The Introducer and The Lead Client or other Client unless We say otherwise.

## **2. Duration and Times of Rental**

2.1 Rentals are for a maximum of 31 days and commence on the Check-In Date which is 4pm on the first day of the rental accommodation period and end at 10am on the day of departure (the last day of the Accommodation dates) unless otherwise notified or agreed in writing.

2.2 The period booked will be stated on the Booking Confirmation sent to the Lead Client when they enter the contract for the Booking. **It is important that the Lead Client checks the Booking Confirmation and contacts Us or The Introducer in writing within 24 hours of entering into the Booking with any errors concerning the Booking duration and times of rental as well as the actual property being booked.** The period booked cannot be exceeded unless the Property Provider gives written approval and for which there may be an additional charge payable by The Client. The Client will be liable for any cost, of whatever nature, incurred because of an unauthorised extension, including (but not limited to) any compensation paid by Us to Clients of other Bookings.

## **3 The Client**

The Client refers to and must only consist of one whole group of individuals personally known to each other and intending to stay at The Property. No Booking is permitted to any Client consisting solely of all male groups or to groups under 35 years of age unless express written permission is given by Us in advance of or within the Booking Confirmation. We reserve the right to refuse entry to the entire party and/or request the early vacation of The Property if this condition is not observed, without refund or compensation to The Client. Within these Terms, "The Client" can refer to the whole group or to subsections of the whole group or to individuals or collections of individuals within the whole group.

## **4 Holiday Tenancy**

No aspect of this agreement intends to offer or create or constitutes either the offering of or the creation a formal tenancy of The Property. This agreement is made on the basis that it constitutes the creation of a license to use The Property for the specific purpose of self-catering holiday accommodation (as defined by the Housing Act 1988 Schedule 1 paragraph 9, or in the alternative as defined by HMRC as 'Furnished Holiday Lettings') and it is agreed by all parties to the agreement that no Client or other person or legal entity is granted any rights to occupy or formal tenancy. The agreement is made on the basis that the Client acknowledges that the license granted by this agreement is not an assured tenancy and that no statutory periodic tenancy will arise when the Booking ends.

## 5 Payments

- a. The Lead Client agrees to make all payments to The Property Provider via either Direct Bank Transfer from the Lead Client's own bank account or with an accepted Debit/Credit card via the online payment process via [www.bighouseholidayrentals.com](http://www.bighouseholidayrentals.com) or any payment portal We or The Introducer direct the Lead Client to. Cheques and Cash are not acceptable.
- b. If payment is by BACS transfer, We will advise the Lead Client of Our bank account in the Booking Confirmation. All payments must be made to that bank account only. **You must ignore any requests pertaining to be from Us requesting you pay any money into a different bank account.** We will NOT request payments into other bank accounts and you should consider any such request to be fraudulent.
- c. Payments will be made, wherever possible, as single payments by the Lead Client when they fall due.
- d. The Client accepts that We may apply an administration charge of £35 in every instance where The Client delays payments or arranges payment via multiple bank transfers or multiple card payments. This charge will be applicable for each and every payment above the first payment for each scheduled amount due. **We strongly suggest the Lead Client avoids these charges by, wherever possible, collecting monies from other group members and paying over the collective sum in one payment.**
- e. **Payment Schedule:** All payments become due as per the following schedule:
  - i. **At the point of the Booking:** For reference only, We advise The Client that a payment equal to 12% of the Rental Rate, is payable to The Introducer as per the terms set out in the website of The Introducer. The Client

will be advised of the amount in the Booking Request Reply (the "Introduction Fee") and acknowledges that this payment is not a part of the Rental Rate or any payments due to Us under the terms of the Booking. This will be collected as part of the Booking Payment;

- ii. **Further 'at point of Booking' payment:** A payment of between approximately 40% and 100% of the Advertised Rate, payable **as per the terms set out in the Booking Request Reply**, due to Us, but collected via a choice of direct bank transfer or credit/debit card transaction, as directed by communications from The Introducer or Us (the "Booking Payment");
  - iii. **6 calendar months prior to Check-In Date:** A payment equal to the balance of the Advertised Rate plus any added Extras still payable following the payments towards the Booking Payment in 5.e.ii., payable **as per the terms set out in the Booking Request Reply**, due to Us, but collected via a choice of direct bank transfer or credit/debit card transaction, as directed by communications from The Introducer or Us (the "Balance Payment");
  - iv. **14 days prior to Check-In Date:** A payment consisting of the Security Deposit plus any ad hoc items or Extras which remain unpaid **as per the terms set out in the Booking Request Reply**.
- f. We may voluntarily agree to a delay to any of the above-mentioned payments in certain circumstances, but any such waiver or agreement is entirely discretionary and without accepting any legal obligation to do so and Us in agreeing to such delays reserves Our full rights under this whole agreement.
  - g. We reserve the right to charge The Client pro-rata interest per annum at the rate of 8% above Barclays Bank PLC base rate, subject to a minimum 8% on any sums due to Us under the Payment Schedule that are late.
  - h. Booking payments conducted through The Introducer's website or other means of processing credit/debit card payments (the **"Payment Services"**) are handled by third party payment providers. We offer no guarantee that Payment Services will work in every instance and We cannot be held liable for any errors or omissions or failure of said third-party services, including failure to complete a Booking.
  - i. Failure by The Client to pay any sums due on time will be deemed a fundamental breach of contract for non-payment. We reserve the right to cancel without notice any Booking where any

sum due is unpaid beyond 7 days after the payment was contractually due. If We waive or delay this right at any point, this does not remove Our right to cancel the Booking at a later date. Any such cancellation under this clause 5.i will be deemed cancelled by The Client for breach of contract for non-payment and no refunds will be due to The Client for any reasons whatsoever.

- j. Dog Payments:
  - i. are £30 per dog.
  - ii. We reserve the right to alter this fee without notice.
  - iii. We allow a maximum 4 (four) dogs per Booking.
  - iv. All dogs must be fully house-trained.
  - v. The Client is liable for all and any damage caused by any animal brought to The Property by The Client or any guest or visitor of The Client, whether authorised or not.
  - vi. We reserve the right to ask The Client to remove any dogs in excess of the number paid for or, in the alternative, ask The Client to vacate The Property immediately.
- k. **Inflation Surcharge:** if the rate of inflation, as measured by the Retail Price Index ("RPI") or whichever mechanism replaces it, rises above 5% between the date the Booking is contracted and the Check-in Date, **then the Rental Rate (minus the Utilities Surcharge) is subject to possible increases in line with RPI.** Any increase or surcharge payable under this term will be communicated to the Lead Client at least 14 days prior to the Check-In Date and will become payable at the same time as the Security Deposit. The Lead Client will be notified in writing once an Inflation Surcharge becomes payable along with a guidance as to the sums involved. We may, at Our sole discretion, waive the Inflation Surcharge. This surcharge is necessary to take account of the long lead-times between Booking and paying for Accommodation and the relevant Check-In Date.
- l. VAT
  - i. Where VAT applies to the Booking payments, it is included in the quoted prices at the prevailing rate. This is subject to change if the applicable VAT rate changes and We reserve the right to request payment of any additional sums following any VAT rate change on any outstanding or unpaid monies.
  - ii. We will not automatically issue a payment receipt or invoice for any Booking. The Lead Client must request a receipt or invoice in writing.
  - iii. All invoices (whether VAT invoices or not) will only be issued the Lead Client and only once the Booking has



been completed. Prior to that date, we may, at our sole discretion, issue a Pro-forma (VAT) invoice.

- iv. If The Lead Client is a business that is VAT registered or an employee of a organisation that will reimburse VAT charged, or a organisation or individual that wishes to claim back VAT paid from HMRC and requires a VAT Invoice, We will issue the required VAT Invoice (if We are currently registered for VAT) but will add VAT at the prevailing rate onto all payments due under the Terms of the Booking, if applicable, so the VAT invoice will represent the sum of the individual items that make up the quoted Rental Rate, and any Extras + VAT at the prevailing rate(s). The Client and the Lead Client expressly agree to this clause and recognise that all Our prices quoted are, in the main, set for and directed at private individuals who are unable to reclaim VAT paid in the UK and Our pricing policy is maintained at the level that reflects this fact. Any individual or organisation which can legitimately reclaim VAT paid on any monies payable to Us fully agrees and accepts that Our quoted and contracted rates will increase by the VAT amount applicable in this instance.

## **6 Cancellations Policy**

We wish to point out that the nature of booking large houses as self-catering holiday accommodation is one that requires considerable lead-time, for clients. Our clients are, generally, larger groups with multiple diaries to co-ordinate. In other words, the closer one is to the Check-In Date of any potential vacant period, the more difficult it is for us to secure a Booking. Because of this, for commercial reasons We have a very limited and strict cancellation policy, as detailed below. We strongly suggest any clients who are not comfortable with this policy should either not enter into a contract or take out their own suitable insurance cover for any events they may be worried about, or consider selecting the added-cost 'Booking Protect' Booking Refund Protect.

## **COVID-19.**

We recognise that the effects of the pandemic on self-catering holiday accommodation in the UK has been very disruptive. We are keen for Our clients to be able to book with a suitable level of peace of mind. As such we have created a new 'COVID Cancellation Protection' policy ("CCP")

which is designed to cover your booking against events which typical insurance products may not.

Please note that this is NOT a fully comprehensive 'refunds' clause and is only limited to COVID-19 related issues (or similar pandemics) and We advise all our Clients to source suitable cover for any non-pandemic related issues they may be concerned about. To help Our Clients with this, We have also now signed up to a Booking Refund Protection indemnity product managed by 'Booking Protect', which We strongly recommend Our Clients consider at the point of creating the Booking. This is a reasonably priced product that will protect your booking from certain events, such as illness, redundancy, breakdowns, jury service etc., **including individuals testing positive to COVID** (subject to certain restrictions such as 'prior knowledge' or 'pre-existing conditions', or similar exclusions).

Our CCP is designed to work in conjunction with the Booking Protect 'Booking Refund Protection' ("BRP"), thereby offering you one of the best ways to protect your booking against effects of COVID-19. These terms are:

**A) COVID Cancellation Protection:**

- i) **Clients will pay Us a specific CCP 'Cancellation Fee' ("Cancellation Fee") which is automatically incorporated into the Booking Process and calculated as 8% of the Rental Rate (including VAT if applicable). This Cancellation Fee is mandatory for all Bookings with Us and is collected for Us by The Introducer. This Cancellation Fee is non-refundable under any circumstances, so the Lead Client is required to familiarise themselves with the CCP before they enter into the Booking.** This CCP is offered solely for the purpose of the 'COVID-19 pandemic' or similar pandemics and is limited in its scope as per the sub-clauses of clauses of clause 6.A below. Protection provided by the automatically included CCP can be enhanced by the Lead Client upon them selecting the option to include and pay for the BRP, during the Booking Process or later, (subject to certain restrictions highlighted in the BRP T&Cs of Booking Protect, and must be purchased prior to the Balance Payment becoming due). Please contact The Introducer for more details. The BRP is designed to be more wide-ranging than the CCP and limited in COVID-related protection, but does also provide protection for certain important aspects of COVID, such as a Client testing positive for COVID-19 (subject to conditions), which are not included in the CCP. The CCP will allow alterations to the Booking on the following basis:
- ii) Should a 'Cancellation Event' occur, The Lead Client can request either:
  - (1) a full reimbursement as defined in clause 6.A.iv. or;

- (2) receive a credit note to the same value as defined in 6.A.iv. and use the same to select new dates for the Accommodation, subject to availability. Any extra costs associated with the new Booking Accommodation dates will need to be met by the Lead Client at the time of re-booking and any surplus funds will be forfeited.
- iii) 'Cancellation Event' is defined as:
  - (1) A national or local lockdown that either prohibits the provision of or prohibits the use of the Accommodation booked.
  - (2) A national or local lockdown or UK internal border closure that prohibits travel to the Accommodation from all UK locations.
  - (3) A local lockdown or combination of local lockdowns or UK internal border closure that prohibits travel from the home of at least 50% of the number of people declared in the group in the Booking Process including the Lead Client. The Lead Client must provide the names and addresses of all the adults in the group within 7 days of entering the Booking to be covered for this event.
  - (4) Social Distancing regulations which fundamentally alter the basis of the Booking by restricting the number of people allowed to use the Accommodation. The regulation must restrict the use of the Accommodation to less than 70% of the number of people declared in the group in the Booking Process.
  - (5) Positive Tests covering more than 50% of the number of people declared in the group in the Booking Process.
- iv) Reimbursements: Only already paid Rental Rate costs and paid Utilities Surcharges and paid Security Deposits are refunded. Additional extras, including but not limited to The Introducers Fee, the Cancellation Fee, the £30 administration fee, taxes and other ancillary charges, will not be refunded. The Security Deposit is still subject to clause 9 of Our terms and conditions once occupancy of the Property has occurred.
- v) In all claims under clause 6.A.iii.(5), the affected members of the group will need to provide certified proof of a positive test or Doctors note. Only original documentation will be accepted. In all claims under clause 6.A.iii.(3), the affected members of the group will need to provide proof of home address in each claim, in the form of copy bank statement, council tax bill or utility bill in the name of the person affected.
- vi) Should a 'Cancellation Event' occur over some but not all of the dates of the Booking Accommodation, then the Lead Client may request a pro-rata claim for the number of actual whole days lost (each 24 hours). The Check-Out Date is excluded for the purpose of calculating the number of days lost. No claims will be permitted for the dates not affected.
- vii) No Cancellation request will be accepted until the Accommodation dates are officially affected by one of the Cancellation Events.
- viii) Refunds or credit notes will be issued within 14 days of the Check-Out Date of the Booking.

- ix) Refund payments will always be refunded via the method originally used by the Lead Client.
- x) The Lead Client only may cancel or alter their reservation/Booking by notifying Us via email. Cancellation & Alteration requests must be sent to [elmsfarmhousewangford@gmail.com](mailto:elmsfarmhousewangford@gmail.com) and will be processed by Us via The Introducer's own bookings management system.

**B) General terms of Client cancellation:**

- i) Should clause 6.A not be applicable, then Clauses 6.B & 6.C will be Our whole cancellation policy. Otherwise Clauses 6.A, 6.B & 6.C combined represent Our cancellation policy.
- ii) Under Clause 6.B, the Lead Client is able to cancel any Booking within 24 hours of creating the Booking, for any reason, with an immediate full refund, so long as more than 60 days remain before the Check-In Date.
- iii) Furthermore, the Lead Client can request a cancellation of any Booking which has more than 180 days to lapse before the Check-In Date. In this case a fee equal to 30% of the Advertised Rate will be payable, whether already paid or not.
- iv) As a gesture of goodwill, We may consider cancellation requests outside the parameters of clauses 6.A or 6.B.ii or 6.B.iii on the merits of each application. We will have no obligation to agree to any such requests.
- v) We will review all cancellation requests. If appropriate the cancelled Booking dates for the Accommodation in question will be relisted as available to book with immediate effect. Any act by Us of relisting dates for The Property does not constitute an acceptance of a cancellation request.
- vi) A cancellation request outside the parameters of clauses 6.A or 6.B.ii or 6.B.iii above will only be accepted should an alternative Client be sourced to enter into a contract and pay in full for a Booking for the Accommodation dates subject to the cancellation request. In this case We will refund all payments made by you up to the maximum amount we have secured from the replacement Booking, and minus the Introducer Fee, the Cancellation Fee and the £30 administration fee.
- vii) In some circumstances, when a cancellation request is accepted in 6.B.iv, and an alternative client is found to contract for the dates in question, it is only possible to complete the replacement contract at a discounted Rental Rate. This is often due to the shorter the period of time between the cancellation and the Booking Check-In Date. Any discount to the contracted Rental Rate between the original Client and the replacement client must be deducted from the original Client's refunds.

- viii) Once a cancellation request is accepted, the dates of the Booking subject to the cancellation request for the property in question will be relisted on the Site as available to book by others as soon as practical (if not already actioned). Any act by Us or The Introducer of relisting dates for the Property does not constitute an acceptance of a cancellation request.
- ix) Acceptance of a cancellation request is only valid if made in writing by Us.
- x) We reserve Our right to withdraw Our agreement to a cancellation at any point should we become aware that the cancellation is the subject of an insurance policy claim by The Client. Any refunds already made by Us will become automatically re-payable by the Lead Client in this instance.
- xi) It is specifically agreed by all parties that if any payment due to be made by The Client under the terms of their Booking are late, then The Client is in fundamental breach of contract for non-payment which means The Client has effectively cancelled the Booking but will not be entitled to any refunds of money already paid. We reserve the right to re-list the Accommodation dates of the original Booking with immediate effect following breach of contract for non-payment. Should We fail to re-book the Accommodation dates, or We re-book for a lessor consideration, We reserve Our right to bill the Lead Client of the defaulted/breached Booking for any shortfall due under their contract after taking into account the consideration received for the replacement Booking.
- xii) We reserve the right to charge an administration fee of £125 + VAT if we accept a cancellation request or if the Client cancels their booking via a breach under the terms of Clause 6.B.xi.
- xiii) We reserve Our right to refuse any request to cancel a Booking for whatever reason is given if the request falls outside of the terms as defined in clauses 6.A or 6.B.ii or 6.B.iii above. Should We waive this right, any such waiver or agreement is entirely discretionary and without accepting any legal obligation to do so and We reserve Our right to withdraw Our agreement to such a cancellation at any point.

**C) Property Provider Right To Cancel:**

- i) We reserve the right to unilaterally cancel any Booking if we are unable to complete the Booking for whatever reason.
- ii) We reserve the right to organise alternative similar Accommodation as substitute for The Property, in the unlikely and unfortunate event that We cannot offer The Property as the Accommodation, for whatever reasons.

- iii) Any alternative Accommodation will be for the same dates only, unless agreed in writing by both parties.
- iv) Any alternative Accommodation offered will be as close in location as The Property as is possible, and in any case within the same region.
- v) Any alternative Accommodation offered will be at least the same size as The Property covered by the Booking, in terms of the number of people the alternative Accommodation can sleep unless agreed in writing by both parties.
- vi) Any costs associated by providing the alternative Accommodation will be met by Us. We will not be liable for any costs The Client may face because of the provision of alternative Accommodation. However, as a gesture of goodwill and solely at Our discretion, We may offer compensation to cover any extra transport costs The Client may suffer as a consequence of any substitution.
- vii) In the event of Our cancelling the Booking, if we are unable or unwilling to provide alternative Accommodation, We will refund to the Lead Client all monies paid to Us for the Rental Rate, the Utilities Surcharge, any Extras and the Security Deposit. However, if The Client unreasonably withholds acceptance of the alternative accommodation, We reserve the right to refuse any refunds. We are under no obligation to refund any Introduction Fee you may have made to any Introducer.
- viii) For the avoidance of doubt, it will not be considered Us cancelling the Booking where the Booking is cancelled as a consequence of Clause 6.B.xi or as a consequence of any of the events laid out in the Force Majeure Clause in Clause 7.

## **7 Force Majeure**

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from a specified cause that is beyond the reasonable control of that party.

Such specified causes are;

- Radioactive Contamination of The Property or its immediate location and action by Her Majesty's Government prohibits the use of the Property or travel to it by any.
- Act of War;
- Act of Terrorism;
- Act of God;
- Falling debris from space or passing aircraft:

- Flood, Fire, Lightning Strike, Tornado, Storm Damage (caused by either debris or extreme weather), Damage caused by falling trees or detached branches;

If it becomes impossible for the Booking to proceed at the Accommodation on the dates provided for the reasons stated in this clause, it is agreed by both parties that the whole of clause 7 will become valid upon either party issuing a written notice to the other that this Force Majeure clause is active.

In any Force Majeure cause that renders the Booking impossible to commence, and upon this Clause 7 being activated, both parties agree that the Booking is cancelled with immediate effect by the cause and that We have sole discretion as to which of the following 2 options to apply:

- a. **Credit Note:** A Credit Note to the value of the payments made by the Client to the Property Provider will be issued by the Property Provider to the Lead Client under the following further terms:
  - i. The credit note will be valid for a period of 12 months from the date of issue after which it will expire and be invalid.
    1. Any Booking created using the credit note must have a Check-In Date within 18 months of date of issue of the credit note.
    2. The credit note will be valid for use at any property of the Property Provider. Its validity can be extended to other properties on The Introducer's website [www.bighouseholidayrentals.com](http://www.bighouseholidayrentals.com) if agreed in writing by all parties; the Client, Us, the alternative property provider and The Introducer.
    3. The credit note can be used towards the cost of a future booking and any sums not covered by the credit note will be payable by the Client.
    4. The Client will not be due any refund of any unused part of the credit note or if the credit note expires.
    5. All unused parts of the credit note will expire on first use.
    6. The new Booking created will be under Our Terms if we are providing the property or under the terms and conditions of the relevant owner or provider of the property, as provided by the Introducer.

7. No cash refund or substitute is offered or available under any circumstances unless agreed by Us in writing.
  8. In any Booking that has commenced (reached the Check-In Date), any credit note issued will be issued at a pro-rata basis for the remaining length of the Booking interrupted/unused.
- b. **Substitution:** Subject to availability and confirmation in writing from Us to the Lead Client, instead of issuing a credit note, the Property Provider will be allowed to substitute in another property on the following terms:
- i. Any alternative Accommodation will be for the same dates only, unless agreed in writing by both parties.
  - ii. Any alternative Accommodation offered will be as close in location as The Property as is possible, and in any case within Norfolk or Suffolk, unless agreed in writing by both parties.
  - iii. Any alternative Accommodation offered will be at least the same size as The Property covered by the Booking, in terms of the number of people the alternative Accommodation can sleep unless agreed in writing by both parties.
  - iv. Any costs associated by providing the alternative Accommodation will be met by Us. We will not be liable for any costs The Client may face because of the provision of alternative Accommodation. However, as a gesture of goodwill and solely at Our discretion, We may offer compensation to cover any extra transport costs The Client may suffer as a consequence of any substitution.

## 8 Client Responsibilities.

You will be the custodians of Our lovely property for the duration of your Booking. We ask that you treat The Property with care and consideration, both for your own enjoyment and of those who will use it after you have gone.

- a. For the whole of the period included within the Booking of the Accommodation, you as Client will be responsible for The Property and will be expected to take all reasonable care of it.
- b. You as Client shall use The Property and its facilities in a quiet and private manner, observing all local rules and regulations.



You shall not cause or permit any act that may be considered a noise or nuisance to the area.

- c. At no time must you cause or permit any illegal or illicit or immoral acts to occur at The Property or its grounds.
- d. You as Clients shall take proper care of The Property and its contents and facilities during the Accommodation and all Clients accept that they may lose some or all of the Security Deposit (as defined in clause 9) and/or receive an invoice for any costs that is in excess of the sum We hold as Security Deposit for any damage caused or loss suffered if The Property and its contents are not left in the same state in which it is found at the beginning of the Accommodation.
- e. All Clients are advised that the following are banned at The Property and within its grounds:
  - i. Fireworks or Chinese lanterns;
  - ii. Any fires not lit in a designated vessel designed for the same purpose;
  - iii. Candles or any similar live flame;
- f. Clients are allowed to light fires in the appropriate 'working' fireplaces. All Clients are advised that they must never leave lit fires unattended and any fires lit must have either the doors to stoves closed or, in the case of open fireplaces, fireguards put in place correctly. All fire-protection equipment must be left in situ and only used in an emergency;
- g. Clients must never leave running baths or other taps unattended or place heated hair-management products such as hair-tongs or hair-straighteners on carpets or other surfaces or allow the heated surfaces of the hair-management products to touch any surface of fixtures and furnishings of The Property.
- h. The Property and all equipment and utensils must be left clean and tidy at the end of the Booking Accommodation period. Particular attention must be paid to the BBQ and equipment. It is the Client's responsibility to clean BBQ and equipment after use.
- i. If The Property is not left reasonably clean and tidy, any additional cleaning costs will be charged to you as Client.
- j. The online and brochure particulars of The Property aim to give accurate descriptions of The Property. Should there be any specific health or mobility difficulties which may affect a Client; this must be pointed out at Booking Request stage so that the suitability of The Property can be assessed prior to confirmation of the Booking.
- k. **Dogs:**
  - i. At no time should a dog be left alone unsupervised at The Property.

- ii. Dogs are not permitted in the bedrooms or on the furniture at any time.
  - iii. For the safety and comfort of your dog we request that dog owners exercise due diligence at all times, especially where the property is located near a road/livestock. The Property Provider cannot accept responsibility for the safety of your pet nor can We warranty that any grounds or gardens are secure.
  - iv. Dog owners must bring their own pet provisions, including bedding and feeding materials.
  - v. All dogs should be fully cleaned and dried off before entering The Property after being outside.
  - vi. In the interests of hygiene, health and safety and out of consideration for others it is important that all Clients clean-up after your pet and dispose of any mess in a sanitary and responsible manner.
  - vii. All dogs must not be allowed to escape from the curtilage of The Property and cause a nuisance or danger to anyone or livestock in the locality.
  - viii. The Client is responsible for any damage caused by their pet, whether inside or outside the property and appropriate charges will be made for any and all breaches. Furthermore, if extra cleaning is required as a result of a Client having pets in the property, or due to the Client failing to clean-up after their dog around the house and grounds, the cost of this may be deducted from the Security Deposit.
  - ix. If any Client breaches this clause 8.k, they may be asked to remove their dogs or be asked themselves to leave with the pets. No compensation or refund will be due back to the affected Client for this or any similar breach.
- l. The maximum number of people who can stay in The Property will be notified to the Lead Client as part of the Booking process. The Client promises that you will not exceed that number.
  - m. It is recognised and accepted by the Client that they are booking the whole property and not a house for a specific number of people. If, for any reason, the number of the Client group is reduced or restricted, the Client will not be entitled to a refund or credit note (either whole or in part) and the Booking will remain valid.
  - n. You as the Client, promise that you will arrive at and leave The Property at the dates and times in the Booking Confirmation

(unless We agree the same in advance). Your Accommodation will not be available at any time outside of the times reserved by the Lead Client. We reserve the right to make a reasonable additional charge (whether by retaining the Security Deposit or otherwise) in the event that you have not vacated The Property and any parking provision by the agreed departure time.

- o. Smoking is strictly prohibited at The Property. No Client or guest or visitor of The Client is permitted to smoke in The Property. Any costs associated with decontaminating or repairing The Property should this clause be ignored will be charged to The Client.
- p. All Clients are responsible for removing all their personal items at the end of the Booking. Failure to remove items may render The Client liable for all costs associated with returning or disposing of said items. Costs can include (but are not restricted to) full postage and packaging costs, charges levied by 3<sup>rd</sup> party handlers such as Our cleaning or maintenance teams, Our own costs, (including an administration charge of a minimum £35), costs associated with removal and disposal or storage, plus VAT at the relevant rates if applicable.
- q. We are entitled to dispose of any item left at The Property if not claimed by The Client within 14 days and to charge all costs for the same.
- r. **DAMAGES:**
  - i. All damages and breakages are the legal responsibility of The Client, and should be notified to Us before the end of your Booking.
  - ii. The cost of damage or breakages shall be payable by The Client whether demanded or not.
  - iii. Normally, We will not make any charges for minor damage or breakages as We see these as accidents, but in circumstances where the number of or extent of damage is such that We deem it careless, We will levy full charges.
  - iv. We reserve the right to charge you for any additional costs incurred as a consequence and may, at Our discretion, refuse further Bookings.
  - v. Should you find on arrival any damaged or non-working items, they must be reported to the Property Provider immediately, so that matters can be rectified and acknowledged.
  - vi. Failure on the part of The Client to notify Us of any damages, breakages or missing items during the Accommodation period will render The Client liable for the full cost of same at the end of The Booking. **It is therefore**

**important that The Client notifies Us in every instance of issues that can reasonably be deemed as breakages, damages or missing items.**

- vii. We will not accept The Client repairing or replacing any item which The Client has damaged. We furnish The Property with specific items such as matching crockery and cutlery and will require all replacements to match with the existing items in The Property. The Client is to not attempt a repair or replacement but must instead inform Us of the damage. We reserve Our right to charge for both the repair/replacement and any costs associated with correcting The Client repair/replacement.
- viii. The Property Provider has the right to enter the property (without prior notice if giving notice is not practical or possible) if special circumstances or emergencies arise (for example if repairs need to be carried out).
- s. The Lead Client agrees to take responsibility for all members of The Client party/group. The Lead Client agrees to be held liable for all damages created by all members of The Client group or party (and any pets) who use the Accommodation.**
- t. We reserve the right to hold all and any members of The Client group liable for all and any damages created during the Booking or discovered during the Check-Out Process.
- u. Only those invited by the Lead Client and forming part of the overall group booking may occupy the premises. The Lead Client warrants and certifies that he or she is authorised to contract to and agree to Our Booking Terms and also the terms and conditions of the Property Provider on behalf of all members of the group, including any changes.
- v. The Lead Client must be over 18 years
- w. The Lead Client must be a member of the group occupying the Accommodation unless agreed by US in writing in advance of the Check-In-Date. If the Lead Client chooses not to be a member of the group occupying the Accommodation and are given permission for the same, they must nominate another person in The Client group to act as an additional Lead Client and provide the full name, full home address, valid email address and mobile number of the nominated person to the Property Provider. That nominated person agrees to abide by all the terms of these Terms that are applicable to the Lead Client, beyond those for all Clients.
- x. We reserve the right to refuse or revoke any Booking from groups or parties that may in Our opinion (and at Our sole discretion) be unsuitable for the property. This includes Our right to ask any or

all members of any Booking group (The Clients) to vacate the Accommodation immediately without notice.

- y. Only the Lead Client may write or submit reviews regarding The Client stay or experience at The Property. In every instance, the Lead Client agrees to discuss with Us the details of any review prior to publishing that can be construed as 'negative' or below 66% in score. Failure to warn us of the negative nature of the review in writing prior to its publication or submission for publication will allow us to contractually request to the publisher or creator of the review forum that the review be removed with immediate effect as it breaches an express term of these Terms of the Booking. If the publisher or forum creator refuses to remove any review that contravenes this clause 8.x then the Lead Client agrees to request the removal of the same. Failure to adhere to this clause 8.x may render the Lead Client and The Client liable for full damages applicable under Defamation.

## 9 Security Deposit

We will retain a Security Deposit for the duration of the Accommodation stay. This Security Deposit to held by Us in respect of damage to the Property, damage or loss of contents, damage or loss to keys, excessive or incorrect use of facilities (including, but not limited to, telephones, internet, and other amenities provided at the Property) or any loss We suffer as a result of any breach of these Terms by The Client:

- a. The Security Deposit is required to be paid by the Lead Client to Us 14 days before the Check-In Date. We will not release keys or access codes until We receive the Security Deposit.
- b. **The Security Deposit is paid by way of Bank BACS transfer only to Our bank account as advised on the Booking Confirmation or subsequent communications from Us.**
- c. The Security Deposit amount will be advised to the Lead Client in the Booking process and confirmed by the Booking Confirmation.
- d. If the Security Deposit is not received before the Check-In Date we reserve the right to refuse access to the Accommodation and cancel the Booking without any recourse to any Client or any right to a refund.

- e. We reserve the right to invoice you and/or charge your credit/debit card (where provided) in order to recover Our unrecovered reasonable costs if the Security Deposit paid under this clause is insufficient to cover the costs of repair or replacement of all damage caused to The Property and/or its contents during your Accommodation. The Client and the Lead Client will be liable for all costs associated with all and any damage caused by The Client.
- f. The Property Provider will assess The Property via Our Check-Out Process after your Accommodation has ended and will:
  - i. provide the Lead Client with a refund of the deposit made under this clause; or
  - ii. inform the Lead Client of the amount to be retained; or
  - iii. inform the Lead Client of the amount to be further charged; or
  - iv. a combination of any of the above at Our discretion.
- g. If any proportion of the deposit is to be retained under this clause or an invoice for further charges is to be issued, We will provide the Lead Client with a summary of Our Check-Out Process report, to include all items discovered and the associated costs to resolve each issue.
- h. **In every instance where We make a claim against the Security Deposit all parties to the contract agree in advance to sign Our standard settlement agreement, which contains a Non-Disclosure Clause (“Settlement Agreement”). The Lead Client will sign the Settlement Agreement on behalf of all members of The Client group/party and, in doing so, binds The Client collectively and individually to the full terms of the Settlement Agreement, including the Non-Disclosure Clause.** A sample template of Our Settlement Agreement is available at [www.bighouseholidayrentals.com/example-settlement-agreement](http://www.bighouseholidayrentals.com/example-settlement-agreement). By concluding a Booking, the Lead Client accepts this clause 9.h in its entirety on behalf of The Client and confirms all members of The Client group have read and accepted the specific terms of the non-disclosure clause of the template Settlement Agreement and also the whole Settlement Agreement.
- i. **The Client and Lead Client further accepts and agrees that any refusal to sign the Settlement Agreement will warrant The Client & the Lead Client liable for all possible damages & costs associated with The Property Provider enforcing their rights under this contract including but not limited to; pure economic loss, consequential loss, incidental loss, punitive damages and damages for reputational damage or defamation, all legal costs (including any bills issued for the**

time of The Property Provider to process the same at £60 per hour + VAT) and any other cost/damage, whether foreseeable or not + VAT (if applicable) at the prevailing rates.

- j. We request that The Client informs Us of all damages or issues that may arise in a claim against the Security Deposit by Us as soon as The Client is aware of the same and in all cases before 48 hours after the Check-Out Date. If we discover any issues during the Check-Out Process that The Client has not brought to Our attention previously, We reserve the right to charge an administration fee of £35 + VAT in addition to the full costs associated with the item in every individual instance. We will not charge this additional administration fee if the issue has been declared by The Client prior to the commencement of the Check-Out Process. Furthermore, any issue that is not communicated by The Client within 48 hours of their Check-Out Date cannot be accepted by Us, nor may it be referred to in any reviews regarding the property or their Booking that the Client may submit. Failure to observe this will allow Us to request said reviews are removed by the publisher.

## 10 Compensation

Occasionally there may be an issue with the Accommodation or The Property, such as equipment not functioning correctly or a small material matter to do with some aspect of the facilities. Whilst such things will not be reason to cancel or terminate the Booking, We appreciate that the quality of your stay may be affected. We will therefore consider requests for compensation on the following basis:

- a. Each request for compensation will be assessed only at the end of the Booking and only once all factors and evidence has been gathered and reviewed.
- b. Compensation is only payable if We are liable for the issue or matter being assessed.
- c. We cannot be held liable for 3<sup>rd</sup> party services such as broadband service, telephone service, TV broadcasts, electricity supply, water supply, gas supply and other utilities unless the failure or error is with Our own equipment or plant.
- d. We cannot be held liable for the use of 3<sup>rd</sup> party equipment or plant at The Property, or any damage or break in service caused by said 3<sup>rd</sup> party equipment. This includes but is not restricted to any equipment that The Client may bring to The Property.
- e. The level of compensation offered will be relevant to the loss of amenity or discomfort caused to The Client. For reference, We will offer compensation in the order of the following examples:

- i. No dishwasher available – maximum £50 per week, calculated on a pro-rata basis.
  - ii. Loss of the use of the swimming pool – maximum 5% of the value of the Accommodation Rental Rate, calculated on a pro-rata basis.
  - iii. Lack of heating of the swimming pool – maximum 2% of the value of the Accommodation Rental Rate, calculated on a pro-rata basis.
  - iv. Loss of house heating – maximum 5% of the value of the Accommodation Rental Rate per whole 24-hour period, subject to an overall maximum 15%. We will supply secondary heating in every case as soon as possible.
  - v. The Client must inform Us of any and every issue that The Client believes is an issue for compensation as soon as possible, so that We are given the opportunity to rectify the issue. Failure on the part of The Client to (i) notify Us on any issue at the time of discovery or (ii) for The Client to delay notifying us or (iii) for The Client to only notify us after the Booking has concluded will result in compensation being reduced by the factor of any delay in (i) or (ii) or any compensation request refused in the case of (iii).
- f. **In all cases where compensation is agreed, all parties to the contract agree in advance to sign Our standard Settlement Agreement, which contains a Non-Disclosure Clause. The Lead Client will sign the Settlement Agreement on behalf of all members of The Client group/party and, in doing so, binds The Client collectively and individually to the full terms of the Settlement Agreement, including the Non-Disclosure Clause.** A sample template of Our Settlement Agreement is available at [www.bighouseholidayrentals.com/example-settlement-agreement](http://www.bighouseholidayrentals.com/example-settlement-agreement). By concluding a Booking, the Lead Client accepts this clause 10 f in its entirety on behalf of The Client and confirms all members of The Client group have read and accepted the specific terms of the non-disclosure clause of the template Settlement Agreement and also the whole Settlement Agreement.
- g. **The Client and Lead Client further accepts and agrees that any refusal to sign the Settlement Agreement in any compensation request will warrant The Client & the Lead Client liable for all possible damages & costs associated with The Property Provider enforcing Our rights under this contract including but not limited to; pure economic loss, consequential loss, incidental loss, punitive damages and damages for reputational damage or defamation, all legal costs**



(including any bills issued for the time of The Property Provider to process the same at £60 per hour + VAT) and any other cost/damage, whether foreseeable or not + VAT (if applicable) at the prevailing rates.

## **11 Events Outside Our Control**

We will make every effort to make the Accommodation available to you on time. However, there may be delays due to an Event Outside Our Control.

- a. We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of Our obligations under these Terms if such delay or failure results from events, circumstances or causes beyond Our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 days, We may terminate this agreement by giving written notice to the Lead Client and refund the Rental Rate paid.
- b. Should any event or circumstance beyond Our reasonable control occur which means The Property cannot be provided to The Client, The Property Provider must inform The Client as soon as possible and, in any event, before 2 days have passed.

## **12 Amenities**

Whilst every effort is made by Us to provide all amenities in a good and working condition, it is sometimes possible that any issue with a particular amenity is not brought to Our attention by previous clients and We are unaware of the issue.

In this case We ask that The Client bring the issue to Our attention as soon as it is discovered and We will attempt to resolve the issue as quickly as possible.

Please note that We provide all amenities on the understanding and express agreement that the use of these amenities by The Client is strictly on the basis that We are not liable in any way for any injury damage or otherwise issue using the amenities. The Client uses all amenities provided on the express understanding that The Client does so at their own risk. Nothing in this clause is meant to remove any statutory liability on Our part.

Swimming Pools/Saunas/Hot Tubs/Gym Equipment rules (where applicable): All Clients must observe the following rules when using the equipment:

- A charged and working mobile phone with signal to carry out an emergency call is nearby to summon help in an emergency.
- Rescue equipment must not be tampered with and must only be used in an emergency.
- Children must be supervised by an adult at all times.
- Adults should not use the equipment alone
- Diving or running is prohibited
- Alcohol must not be consumed whilst equipment is being used or occupied

### **13 Activities**

The activities that may be shown in Our literature and on any website We advertise through are outside Our control and are not supplied by Us. They are independent 3<sup>rd</sup> party suppliers introduced to you by Big House Holiday Rentals Limited t/a “Big House Activities”. If you wish to carry out any activity at or near the Property, we strongly recommend that you book the activity with the relevant provider. We recommend that you speak to the Introducer in the first instance as they provide an introduction service to various local organisations that provide ad hoc services, activities and events, such as onsite catering, sporting and amusement events, pampering and educational classes. They can introduce you to local organisations providing catering for that special meal, salsa classes or a murder mystery night, through to clay pigeon shooting or archery in the back garden. These providers are in hot demand and We strongly recommend you book early to avoid disappointment. Please note that not all providers can offer all types of activities at all properties or year-round.

We request that you provide feedback as to the services you receive from these introduced suppliers so that we can improve the selection of activities on offer.

### **14 Check-in time and adjustments**

- a. “Check-In Time” is the earliest Clients may enter The Property on the Check-In Date. The exact time will be communicated to the Lead Client via the Booking Confirmation but will usually be either 3pm or 4pm.

- b. It is sometimes possible, by written agreement in advance, to allow Clients to enter The Property earlier than the advised Check-In Time but no guarantees can be given that this will be possible on the Check-In Date and is subject to Our teams being able to prepare The Property for your arrival in the shortened time available.

## **15 Assign**

The Property Provider reserves the right to transfer or assign any or all of Our rights & obligations under these Terms, and to assign or subcontract any or all of Our rights and obligations under these Terms, to a third party or to any other entity belonging to the same group as Us, but will not do so in such a way as to reduce any guarantees you are given under these Terms.

You may not assign or transfer any rights or obligations under these Terms whatsoever, without Our explicit written agreement.

## **16 Our Liability**

- a. In no event will We or any of Our subsidiaries, affiliates, officers, directors, consultants, agents and/or employees or any third party providers of goods or services offered at The Property or any Property of Ours or Our group be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from Clients staying at The Property and Client's use of The Property or any amenities, facilities, plant, equipment, furnishings, utensils, chattels and suchlike at the Property, even if We has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. If any potential Client is dissatisfied with this limitation to Our liability or you do not agree with any part of these Terms, then please do not contract to make any Booking with Us.
- b. We do not have any responsibility or liability to you (other than as outlined above) for loss of or damage to any of your items, belongings or vehicles, howsoever caused.
- c. Nothing in these Terms shall exclude or restrict Our liability for death or personal injury resulting from Our negligence; nor Our liability for Our fraud or fraudulent misrepresentation or any

other statutory liability We may become subject to either now or in the future.

- d. We do not provide ‘event’, ‘holiday’ ‘travel’ or cancellation insurance protection for Clients regardless of whether a Client obtains insurance coverage through one of Our third-party providers. The Client is advised to obtain suitable insurance to cover their booking for The Property, including in the event they have to cancel their booking outside the parameters of the Master Cancel flexible terms in Clause 6.A. It is the Client’s responsibility to ensure that the insurance purchased is adequate and appropriate for the Client’s particular needs.**
- e. To the extent permitted by law We hereby expressly exclude the following:**
  - i. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.**
  - ii. Any liability for any direct, indirect or consequential loss, damage or theft incurred by any Client in connection with The Property and any of its amenities or in connection with the use, inability to use, or results of the use of The Property and any of its amenities, including, without limitation any liability for loss or income or revenue; loss of business, loss of profits or contracts; loss on anticipated savings; loss of data ; and loss of goodwill for any other loss or damage of any kind, however arising and whether caused by tort (including negligence) breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss damage or theft to your tangible property or any other claims for direct financial loss which We may not exclude by law.**

## **17 Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a Booking any Client makes with Us. We retain the right to bring proceedings against The Client for breach of these conditions in your country of residence or any other relevant country. Should The Client wish to bring legal proceedings against Us,

The Client hereby agrees that only the Lead Client has the right to bring legal proceedings and they agree to use the nearest applicable Court of law to our Registered Office as detailed in clause 1.26. Such agreement of this clause 17 is deemed granted by The Client and forthcoming at the outset and cannot be withdrawn at any time, without Our express written consent. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **18 Variation and Voidability**

- a.** We may revise these Terms at any time by writing to the Lead Client informing them of the changes. The Lead Client will have 14 days in which to confirm in writing the refusal to accept the changes, in which case the Contract will remain as before or may be cancelled at Our sole discretion. If no notice of refusal of the changes is received by Us within the 14 days, it will be deemed that the Lead Client has accepted the new Terms on behalf of The Client.
- b.** Should any term or terms of these Terms be deemed voidable in law, only the affected term or terms will be voided. All other terms of these Terms will remain intact and applicable.
- c.** Clauses 8.q, 8.r, 8s, 8.w, 8.x, clause 9, clause 10.f and 10.g will all survive any termination or cancellation of any agreement formed under these terms and conditions. These survivor clauses will remain valid in perpetuity unless We advise differently in Writing.

## **19 Representations**

- a.** Whilst we keep our illustrations, photographs and other imagery as up to date as possible, any illustrations, photographs and other imagery displayed are for illustrative purposes only and subject to change.
- b.** As a consumer, you have legal rights in relation to Accommodation not offered to you with reasonable skill and care, or if the Service is not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- c.** We do not warrant and We are not responsible for the accuracy of any verbal information given or statements made by Our

employees or agents, including but not restricted to Our cleaning and maintenance teams or Our key-holders.

## **20 Miscellaneous**

- a.** We recommend that you save your own copy of these Terms in a retrievable file on your device or in print-out form.
- b.** The headings to the clauses in these Terms are for ease of reference only and do not affect the interpretation or construction of these Terms.
- c.** Where Broadband internet access is offered at The Property, this is on the basis that We make no warranty, guarantee or promise that the service will be useable or working or available constantly and that it is provided for recreational and not for business use. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of an internet access service can be guaranteed and the Property Provider will not be liable for any form of compensation or expenses claimed by any Client in respect of the provision of any third-party services such as internet services or telephone services not being available or failing.
- d.** The Client acknowledges that broadband services levels are often poor in rural and semi-rural areas and at weekends or evenings or other peak times. The Client furthermore acknowledges that any issues or problems The Client encounters with any service provided by 3<sup>rd</sup> party suppliers must be directed to the 3<sup>rd</sup> party supplier. We will provide the name and contact details of said supplier upon written request by the Lead Client.
- e.** Location or mapping information is provided for guidance only. It is based on postcodes, so cannot be an exact indicator of the location of a property. No liability is accepted for the accuracy of postcode or location information. The mapping service is provided by a third-party provider and we cannot guarantee the accuracy and provision of this service in any way.
- f.** We will provide you with an email confirmation of how to access The Property. Furthermore, we will provide a manual and guides at The Property which will contain all the information required to enjoy your stay together with recommendations for things to do and places to visit. In the interests of security, you agree to keep such sensitive information confidential and will not print or discuss the contents of the access information or The Property as a whole

with any person not included in The Client group or Booking party.

## **21 How We May Use Your Personal Information & GDPR**

- a. We will use the personal information you provide to Us to:
  - i. Create the Booking contract;
  - ii. provide the Accommodation;
  - iii. process your payment(s) for Accommodation; and;
  - iv. inform you about similar products or services that We provide including any special offers. You will be asked to opt-in to receiving these and you may stop receiving these at any time by contacting Us.
- b. All data you provide to us will be treated in accordance with our Privacy Policy and in line with GDPR:
  - i. We will collect specified data of all Lead Clients. This data will be collected solely for the purpose outlined in 21.a. We will pass on the data of the Lead Client to 3<sup>rd</sup> party suppliers of Activities and other suppliers for the purpose of creating an introduction which should lead to the creation of a business relationship and contract between both parties. We may furthermore pass data between Us and The Introducer as a necessary part of the process of creating the Booking and fulfilling any obligations under it. Please check our Privacy Policy for full details.
  - ii. We will retain the data collected for legal reasons for Clients as required by HMRC or as required by any law.
  - iii. We will adhere to the 7 principles of GDPR at all times, or all GDPR requirements as they may be altered now and in the future.
  - iv. All Clients have the right to request a copy of all data We hold on the Client.

## **22 Other Important Terms**

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in

writing, and that will not mean that We will automatically waive any later default by you.

## **23 How To Contact Us**

We can be contacted in any of the following ways:

- a. In Writing at: **Daws House, 33-35 Daws Lane, London NW7 4SD;**
- b. Via email at: [elmsfarmhousewangford@gmail.com](mailto:elmsfarmhousewangford@gmail.com) ;
- c. By calling: **07939 504232**