



THORGANBY HALL

Booking Terms and Conditions

Your contract is with Hall Farm Conservation (referred to as "we" or "us") for the properties known as Marris Barn, Marris Cottage, Marris House, Beach Cottage, Little Walk Cottage, Top Lodge or Stable Wing. ("the property") References to "you" or "your" are references to the person making the booking and all members of the holiday party.

These Booking Conditions form the basis of your contract with us so please read them carefully. Nothing in these Booking Conditions affects your normal statutory rights.

Please note: All bookings are subject to the conditions attached and must be accompanied by the appropriate deposit unless the booking is made within 8 weeks of the commencement of the let when the total rental should be paid, together with the security deposit.

1. Making your Booking

All bookings made through Supercontrol are provisional until confirmed by us. We will not accept any bookings by persons under 21 years of age.

When you book the Property with us you should return the completed Booking Form to us together with your payment for the Initial Deposit. Please note that the Initial Deposit is only refundable if you cancel your booking within seven days of receiving our written confirmation of your booking. (eg Non-Refundable).

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that no liability can be accepted for any business losses howsoever suffered or incurred by you.

Once the completed Booking Form and the Initial Deposit have been received and accepted by us, we will issue you with our written confirmation. The contract between us will only be formed when we send you our written confirmation and is subject to these terms and conditions. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

Art and Mindfulness Retreats:

The refundable booking deposit ensures your place on the Retreat. We do reserve the right to contact you, if for any reason numbers are not sufficient to run the Retreats, in which case we will try our hardest to offer you an alternative date. In the unlikely event of this being unsuccessful we will return your booking deposit. It is advisable to take out travel insurance on confirmation of your place.

2. Paying for your Booking

You are required to send to us your payment for the balance of the Rental (and the Security Deposit) at least eight weeks prior to the Arrival Date as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

3. If You Cancel or Amend your Booking

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible.

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking within seven days of receiving our written confirmation, we will refund the balance of any money you have paid us. After such period, if you cancel your booking more than eight weeks prior to the Arrival Date, we will retain the Initial Deposit and refund the balance of any money you have paid to us.

Your booking becomes non-refundable eight weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Rental, and refund the balance of any additional money you have paid to us (eg pet fees, damage deposits, etc). In these circumstances we will refund the Rental (less any additional costs incurred) to you if we are able to secure an alternative booking for the full amount of the rental of the Property.

The exception to this is when you make a last minute booking (these are bookings made two weeks or less prior to the holiday start date). In this situation, if you cancel, we are unable to make any refunds of any money paid to us.

We advise you to take out your own travel/cancellation insurance as we are not obliged to give refunds. You can select Booking Protect via our on line booking system, either during or following the booking procedure. This will protect you in the event of having to cancel because of an accident, unexpected illness or travel disruption. Refund protection covers the entire booking value, including all fees, options and extras.

4. If We Cancel or Amend your Booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

5. Your Accommodation

You can arrive at your accommodation after 16:00 hours on the Arrival Date of your holiday and you must leave by 10:00 hours on the Departure Date.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the contact of your anticipated late arrival we may treat the booking as having been cancelled by you.

6. Activities and Facilities **(Marris Barn guests only)**

We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

Under normal circumstances the Sauna, Swimming Pool and Hot Tub are available for guest's use. We have a regular routine for their hygiene and cleanliness as per the manufacturers and retailers instructions. However we cannot take responsibility for any adverse or allergic skin reactions which can occur when using facilities such as the Hot Tub.

You need to alert us if either the Pool or Hot Tub show any sign of cloudiness or discolouration. This tends to occur when there has been extensive use of these facilities and chlorine levels may need topping up more regularly than normal.

7. Your Obligations

You agree to comply with the Regulations as set out in the property manual and any other regulations reasonably made from time to time and ensure that they are observed by all members of your party.

As owners of the property, we have the right to refuse to hand over accommodation to anyone who, in the reasonable opinion of the owner is not suitable to take charge of it. In such cases all hire charges paid will be refunded in full as quickly as reasonably practicable, the contract will be terminated and we will not have any further liability.

Please note that these properties are **NO SMOKING** properties.

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

You agree not to cause any damage to any part of the property and grounds and to keep all items belonging to the Property Owner clean and in good condition and not to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. Rubbish should be disposed of as explained in the instructions within the property. An excess cleaning charge will be applied should it be required.

You agree to repair, replace or pay for any items damaged through neglect, misuse or carelessness on the part of any guests or any visitors to the property. When damage occurs either by negligence or deliberate action of a guest, the guest agrees to indemnify the landlord against any associated losses, including lost income and the sourcing of alternate accommodation should that be required.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

You agree to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

You cannot allow more people to stay in the Property than agreed with the owner, nor can you unreasonably change the makeup of the party during your stay in the Property. The penalty for over occupation is eviction without refund. You can take your pet into the Property once arranged and it will be shown on your confirmation with an extra £25 charge for cleaning purposes. There is a maximum of 2 pets allowed for Marris Barn and 1 pet per cottage.

Pets

No pets are allowed in the bedrooms and bathrooms or in the upstairs of the property. We provide two kennels at Marris Barn and would not expect pets to be left unattended in the house. We can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

Access

You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

Children

Please ensure that a responsible adult is in each property - children should not use machinery, cook, and swim or use the sauna and hot tub without an accompanying adult.

Vehicles

Your vehicles, their accessories and contents are left entirely at your own risk. The property owner is not responsible for any loss or damage from or to any vehicle from any cause whatsoever.

Wi-Fi Access

This agreement sets out the terms and conditions on which wireless internet access ("the Service :)") is provided free of charge to you, a guest at a property run by Hall Farm Conservation

In consideration for your custom, your agreement to these terms and conditions and your agreement to allow us to send to you promotional and marketing material;

1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related Services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free'

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the service or the nature of the information you send or receive.²

1.5 We do not guarantee:

1.5.1 The availability of the Service;

1.5.2 The speed at which information may be transmitted or received via the Service; or

1.5.3 That the Service will be compatible with your equipment or any software which you use.

1.6 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment in place to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service

2. Your Use of the Service

2.1 you must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 Contain obscene, profane or abusive language or material;

2.1.3 Contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 Contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 Contain material which infringe third party's rights (including intellectual property rights);

2.1.6 In our reasonable opinion may adversely affect the manner in which we carry out our business; or

2.1.7 is otherwise unlawful or inappropriate;

Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

Criminal Activity with Wi-Fi Access

You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

Our Use of your Information

Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1.1, 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

8. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday or longer stay. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the Property) cannot possibly be investigated unless registered whilst you are in residence.

If any complaint cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of it.

9. Our Liability

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

However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the booking (or the appropriate proportion of this if not everyone on the booking is affected).

This does not include or limit in any way our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

10. Law

The contract between you and us is governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of England and Wales.

I have read and accepted the Terms and conditions and I warrant that I am over 21 years of age and accept that my booking is for the holiday period or longer business stay stated.