

## **Terms and Conditions**

**The Manor House / Toad Hall / Curlew Cottage / Garden Cottage**

**Pendennis / Great Western / Woodpecker Way / Pheasant Walk / Great Western Lodge**

**By paying Eaton Manor you are agreeing that you have read these Terms and Conditions and agree to be bound by them.**

For the purposes of these Terms of Letting the visitors shall mean the person who made this booking.

### **1. Eaton Manor**

Pendennis and/or D K Madeley & Son and/or MJ Madeley will be hereafter referred to as 'Eaton Manor'.

### **2. The Contract**

The Contract for a short-term holiday letting (in accordance with Schedule 1, Part I, section 9 Housing Act 1988) is between Eaton Manor (referred to as "us" or "we") and the person making the booking and all members of the holiday party (referred to as "you" or "your"). The property let is one or more of the cottages or houses comprising Eaton Manor ("the property"). The person making the booking ('the booker') certifies that all members of the holiday party are aware of the terms and conditions of this contract and agree to be bound by them. All members of the party are jointly and severally liable under it. They agree that all communication with them can be through the booker. This contract has been made within England and Wales. Your submission of a booking form constitutes an irrevocable offer to enter into a contract, which will be complete when we have accepted your booking (as distinct from merely acknowledging receipt of your booking request). This acceptance will include a payment, in part or in full by you for your holiday unless we have specifically waived this requirement. Any of the terms of this contract may be varied by specific agreement in writing. The party leader must be at least 18 years of age at the time of booking.

### **3. Payment**

Provisional bookings will be held for a maximum of seven days.

A deposit of one third of the price of the holiday is payable by you on booking.

The balance is due from you eight weeks from the start of your holiday or at once if the booking is made at shorter notice. If the full balance is not paid on time, we reserve the right to cancel the holiday booking, in which case the deposit will be forfeited. No entry to properties will be allowed without payment, in full, being cleared beforehand.

Payment may be made by credit card, debit card, cheque, or bank transfer.



#### 4. Cancellation by You for bookings made from 25<sup>th</sup> May 2021

Cancellations must be immediately notified to us by phone and then email.

We will apply the scale shown in the table below to determine the amount of the charge, which shall be a percentage of the total cost of your holiday.

Number of days before start of holiday that notification of cancellation is received*	The percentage of total booking value payable by you.
More than 90 days	5% of booking cost
60-89 days	33% of booking cost
45-59 days	50% of booking cost
30-44 days	75% of booking cost
3-29 days	90% of booking cost
0-2 days**	100% of booking cost

\*To ensure speedy receipt, and thereby processing, of cancellations, we recommend that you send written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by us.

\*\* Day 0 is your arrival day.

If we are successful in obtaining a replacement booking, we will refund to you the total amount paid by you for your booking, less the 5% Booking Fee, and less the difference in price between your booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and re-let for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850.

For this reason, we strongly recommend travel insurance for UK holidays which covers booking cancellations. This will give you peace of mind that you will get your money back if you need to cancel at the last minute. If you choose not to then you accept responsibility for any loss that you incur due to your cancellation.

#### Covid Refund Guarantee

If you are unable to travel to take your holiday because of a national lockdown, or because you are put into a Tier where you are unable to travel, you will get a full refund. Please note that the refund guarantee applies only to the address given on the booking at the time of booking being put in a high tier, and when the travel restriction coincides with the period of your holiday.

The refund guarantee covers lockdowns and Tier restrictions but does NOT cover you (or members of your party) for being unable to travel because you (or a member of your party) fall ill with Covid or are required to quarantine or self-isolate. These events can be covered by you taking out travel insurance. There are several policies on the market that include cover for illness with Covid and self-isolation.

## 5. Cancellation by Us

We retain the right to cancel your holiday in advance for any reason which seems to us sufficient, we will refund any money paid to us for your visit.

If we have to terminate your holiday early for any reason you will be refunded part of the booking fee based on the time remaining of the booking. This will be the full extent of the liability of us. No additional compensation, expenses or costs will be payable.

## 6. Cancellation by third party

For cancellation due to third party regulations, such as Government ruling, each booking will be contacted to discuss options.

## 7. Acts of God

Acts of God means any unforeseeable event that is beyond the control of Eaton Manor, and shall include, but is not limited to: war, natural or nuclear disaster, fire, epidemics, or terrorist activity. We are not liable to provide a refund in event of Acts of God and recommend you have appropriate Holiday Insurance to cover this possibility. If the cottages become inaccessible due to bad weather, we will do our best to inform the guest and to offer you an alternative stay.

## 8. Cancellation Insurance

Cancellation Insurance is not compulsory, but we strongly recommend such insurance. Please note if you qualify for the above-mentioned Flexible Cancellation cover (clause 4), this only covers the accommodation price and does not include travel expenses, additional services, bringing a dog or medical expenses.

## 9. Compensation

Except where otherwise stipulated by law, no compensation, expenses, costs, or refund whatever and for whatever cause will in total exceed the cost paid by you to us for the holiday.

## 10. Damages Deposit

We reserve the right, at our discretion, to charge a refundable deposit for any booking. We always do so for group bookings. We have the right to retain all or part of the deposit in the event of damage, breakages, or other loss to us by breaches of this agreement. This does not affect our right to claim further if the deposit is insufficient compensation. The damages deposit is held during your stay and will be refunded 7 days after your departure day if there is no damage to the property. If you lose a key, we will replace it upon you paying for the cutting of a new one.

## 11. Care of the Property

You must take reasonable care of the property and its contents as well as the facilities and grounds. You must not cause damage or breakages beyond normal wear and tear. Breakages and damage must be reported as soon as possible. You must leave the property in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning, failure to do so will result in additional charges.



## 12. Guests

Details of guests must be supplied to us at least two weeks before your arrival. Those guests so detailed are those who may stay in the property. The number of guests cannot exceed the maximum number advertised for the property. We reserve the right to refuse admittance if this condition is not observed. Sleeping in tents or motorhomes adjacent to the accommodation is not permitted.

Day visitors are only welcome at Eaton Manor by prior arrangement with us. Use of the pool or other facilities by non-residents will be consented to sparingly in consideration to our residential guests.

## 13. Smoking and Fire Safety

Smoking is not allowed in Eaton Manor properties or buildings. You may be charged for any extra cleaning arising out of breach of this condition. Candles, indoor smoking, Chinese lanterns, and similar fire hazards are not allowed. Familiarise yourself with the Fire Safety Emergency Plan. Permission must be obtained from Eaton Manor for use of fireworks in the week surrounding Bonfire night, at Diwali and Chinese New Year, when they must be finished by 10pm, and on New Year's Eve, when they must be finished by 12.30am. Fireworks are prohibited at all other times. Indoor fireworks are not allowed at any time.

## 14. Behaviour

You must act with consideration for other guests. Please have a good time but do not act to the annoyance of others. We are in the peaceful countryside. No offensive behaviour such as loud swearing, nudity etc. and no dangerous, threatening, unlawful or illegal behaviour. You must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or conduct any act that may be a nuisance or annoyance to the owner or other neighbouring properties. If you repeatedly breach or very seriously breach (of which we are the sole judge) these terms during your holiday we may require you to leave at once without compensation. In this case your letting is terminated at once and if you fail to leave you will be charged accordingly.

## 15. Music and Noise

Out of courtesy to guests staying in the surrounding properties and the permanent residents of Eaton we have developed a noise policy. Music outside in the gardens is not permitted and we request that if you are having music inside the property that the doors and windows are kept closed and the music is turned down by 10pm.

## 16. Period of Letting

You should not arrive before 4pm on the commencement date, and departure is by 10am on the day of departure unless otherwise agreed. Failure to do so will result in you being charged a further day's rental. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

## 17. Liability

You must take all necessary steps to protect and safeguard your personal property. Eaton Manor shall not be liable to the client or third parties for any accident, damage, loss, injury expense or inconvenience which may be suffered, incurred, arise out of or is in any way connected with the rentals.

### 18. Pets

Well-trained dogs (maximum of two) are allowed in all our properties except for at Great Western. This needs to be arranged in advance. Dogs are not allowed on the beds. If you have a "sofa dog" please cover the sofa with throws or dog blankets which are available on request. Dogs must not be left unattended in the property unless they are left in a crate which are available on request. There is a charge of £45 per dog per week or £35 per dog for a short break. Assistance dogs are exempt from charge. We expect owners to be responsible for the behaviour of their dogs during their stay and to clear up after them. We regret that no other domestic pets can be accepted in our holiday properties.

### 19. Rights of Entry

Eaton Manor and/or its agents reserve the right to enter the property at any reasonable time for the purposes of inspection or to carry out any necessary repairs or maintenance.

### 20. Swimming Pool

You and your group agree to abide by the Swimming Pool rules of use. You take responsibility for reading these rules before using the swimming pool. Copies can be found within our digital guest guide, and in the swimming pool area. Children under the age of 16 must be always accompanied by an adult.

### 21. Games Barn with Soft Play Area

You and your group agree to abide by the Games Barn rules of use. You take responsibility for reading these rules before using the games barn. Copies can be found within our digital guest guide, and in the games barn. The soft play area within the games barn is only suitable for children aged 12 and under, and children must always be supervised by an adult.

### 22. Complaints

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We will not make any refunds in respect of complaints made after your departure if you did not make the complaint or the problem known to us during the holiday. Every effort will then be made to assist you. We value every booking and want all our visitors to enjoy their holidays.

### 23. Information

Eaton Manor does not warrant, and is not responsible for, the accuracy of any verbal information given, or statement made by its staff.

### 24. Data Privacy

Unless you have indicated otherwise during the booking process, you consent to our sharing your data with Premier Cottages, a marketing collective to which we belong. You may receive occasional promotional emails and post from them and from us. You may at any time decline to receive more. We will not pass your data to anyone else. Our Privacy and Cookies policy can be found on our website. If you would like a copy, please contact us.





## 25. Electric Vehicle (EV) Charging

There is an EV charging point at our Pendennis property which is solely for the use of its guests. We do not currently have an EV charging point for guests staying at our other Eaton Manor properties and we do not allow EV charging from these properties.

## 26. WiFi

WiFi is provided in all the cottages for your reasonable use, and you will be provided with a code to access this. You agree reasonable and lawful usage of this service.

## 27. Special Requirements

Please inform us at the time of booking if you have any special requirements, for example food allergies or reduced mobility. We have a selection of mobility aids and baby/toddler items and will ensure they are made available in your cottage by prior arrangement. If we are not notified prior to arrival, we will do our best to meet special requirements during your stay but may not be able to accommodate them all if our items have already been booked for another cottage.

## 28. Additional Services

If you wish to use a third party to provide an additional service whilst staying at Eaton Manor (e.g. catering, coaching or activities) you must get approval from us prior to booking the additional service. Contact details will be required for the additional service together with a copy of their public liability insurance and any other related/required certification. We retain the right to refuse an additional service and will not reimburse any loss of monies if permission is not given. Any services recommended by Eaton Manor do not require additional approval.

## 29. Onward Selling

Any booking that is onward selling to third parties must provide public liability insurance and any applicable qualifications to us prior to making a booking.

Although the information published is correct at the time of publication, Eaton Manor reserves the right to make alterations to the facilities provided without prior notification.