



## **BOOKING TERMS AND CONDITIONS**

These terms are between you and us.

### **1. DEFINITIONS**

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

<b>Amendment Fee</b>	a fee of £25 including VAT payable in the event that we allow you to amend your Booking.
<b>Arrival Date</b>	the date on which your Booking will begin and the Property will be made available to you.
<b>Balance Due Date</b>	90 days before your Arrival Date.
<b>Booking</b>	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
<b>Booking Confirmation</b>	the written acceptance of the Booking Reservation which may include more information such as details around arrival and departure, directions, Property Rules etc.
<b>Booking Deposit</b>	25% of the total Booking Price, required from you when making a Group Booking.
<b>Booking Price</b>	the total price as charged to you for the Booking, including the Booking Deposit, if required, and any additional charges as set out on the Website or otherwise notified to you when making a Booking.

<b>Booking Reservation</b>	your request to book a Property (including but not limited to the completion of our booking form placing a reservation by email or telephone call).
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Business Hours</b>	9:00 to 17:00 on any Business Day.
<b>Contact Details</b>	the details found on the Contact Us page of our Website ( <a href="https://thebringewood.co.uk/contact-us/">https://thebringewood.co.uk/contact-us/</a> )
<b>Departure Date</b>	the date on which your Booking will end you must vacate the Property.
<b>Early Check-in Fee</b>	£300
<b>Electric Vehicle Policy</b>	our policy for electric vehicle charging as made available on our Website.
<b>Events Outside of the Parties Control Group</b>	as defined in clause [X].  the named individuals attending the Property and whose details have been provided in the Booking Reservation.
<b>Group Booking</b>	a Booking of the whole of the Property
<b>Hot Tub Policy</b>	our policy for hot tub use as made available on our Website.
<b>Late Check-out Fee</b>	£300
<b>Permitted Pets</b>	any Guide Dog or assistance animal belonging to a named individual in the Group.
<b>Property</b>	the property provided for holiday letting purposes, known collectively as The Bringewood, comprising of The Hayloft, The Old Granary, The Duck House, The Cow Shed, The Workshop and The Stables, details of which have been made available on the Website.

<b>Property Rules</b>	specific restrictions applicable to a Property as details on the Website.
<b>Terms</b>	the terms and conditions on which your Booking is supplied to you, being this agreement and any other documentation referred to in it.
<b>Smoking Fee</b>	a minimum fee of £1000.
<b>Website</b>	<a href="https://thebringewood.co.uk/">https://thebringewood.co.uk/</a> or such other website as we may use from time to time in our sole discretion.
<b>We/Our/Us</b>	The Bringewood, Burrington, Ludlow, Shropshire, SY8 2HT.
<b>You/Your</b>	the individual who makes the Booking Reservation who will be present at the Property for the duration of the Booking.

- 1.2 References herein to “clauses” or a “clause” are to clauses of these Terms.
- 1.3 When we use the words “writing” or “written” in these Terms, this will include email but does not include fax or any messaging service or platform.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.5 If any of these Terms conflict with any term contained within the Booking Reservation, the Booking Confirmation, or the House Rules, the Terms will take priority.

## **2. OUR CONTRACT WITH YOU**

- 2.1 Please ensure that you read these Terms carefully, and check that the details on the Booking (including the Arrival Date, number of guests etc) and within these Terms are complete and accurate before you submit the Booking Reservation.
- 2.2 Once you submit a Booking Reservation to us and pay the Booking Price, Booking Deposit if requested, we will send you a Booking Confirmation.
- 2.3 If you have booked the Property through SuperControl or another online booking platform, the use of the platform may be subject to different terms which will also apply. Please ensure that you are familiar with both the online booking platform’s terms and

our Terms and Property Rules. Where our Terms and the terms of the booking platform conflict, the online booking platform's terms will take priority.

- 2.4 These Terms will become binding between you and us once we issue you with the Booking Confirmation. If you have booked through an online booking platform, the reservation system may automatically generate a booking summary to be emailed to you. This does not form a contract between us. These Terms becoming binding once you receive our Booking Confirmation.
- 2.5 We reserve the right to cancel Bookings we no longer wish to take within 14 days of issuing the Booking Confirmation. Any Bookings that are cancelled within this time will be refunded, with any monies paid by you to date refunded in full.
- 2.6 The maximum number of people who can stay in the Property will be notified to you on the Website. You guarantee that you will not exceed that number. If, on arrival, your party's number exceeds that on the Booking, we reserve the right to cancel your Booking.
- 2.7 Subject to our express consent, a limited number of visitors are welcome during the day but overnight visitors are not permitted. If we become aware that you have unauthorised visitors you may be charged up to £85 per visitor.
- 2.8 You agree not to arrive at the Property before the Arrival Date and to depart from the Property no later than the Departure Date. The Property will not be available at any time outside of the times reserved by you. We reserve the right to make an additional charge in the event you have not left the Property by the agreed Departure Date.
- 2.9 You may only arrive outside of the Arrival Date if this has been pre-agreed and you have paid the Early Check-in Fee.
- 2.10 You may only depart outside of the Departure Date if this has been pre-agreed and you have paid the Late Check-out Fee.
- 2.11 Any illustrations, photographs and other imagery displayed are for illustrative purposes only and are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.
- 2.12 You must be over the age of 18 to book the Property. The individual who makes the Booking Reservation is required to attend the Property for the duration of the Booking.

- 2.13 You are liable for the acts and/or omissions of your Group and any other individuals or animals attending the Property, whether permitted by us or not.
- 2.14 The Property is provided for the purpose of holiday letting for the specified period as detailed in your Booking Confirmation. For the avoidance of doubt, these Terms do not create a landlord and tenant relationship between you and us and you will not be entitled to any:
- 2.14.1 new tenancy;
  - 2.14.2 the right to sub-let the Property in part or in whole;
  - 2.14.3 assured short hold or tenancy; or
  - 2.14.4 any statutory protection either under the Housing Act 1988 or by way of a statutory security of tenure.

### **3. CHANGES TO BOOKING OR TERMS**

- 3.1 We may revise these Terms from time to time in the following circumstances:
- 3.1.1 changes in how we accept payment from you;
  - 3.1.2 changes in relevant laws and regulatory requirements; or
  - 3.1.3 if we have a valid commercial reason to do so.
- 3.2 If we have to revise these Terms under clause 3.1, we will give you at least 14 days written notice of any changes to these Terms before they take effect, or as much notice as possible where your Arrival Date is less than 14 days before the date of the change.
- 3.3 If you wish to change the dates of your Booking or amend your Booking in any way, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price. We reserve the right to charge an Amendment Fee for changes made to the Booking.

### **4. ENJOYING THE PROPERTY**

- 4.1 We will allow access to the Property for you and the Group for the period set out in the Booking Confirmation, subject to payment of the Booking Price.
- 4.2 Access to the Property is subject to adherence to these Terms and the Property Rules.

- 4.3 You are encouraged to enjoy the Property and grounds. Your use and enjoyment of the Property, grounds and amenities must be solely in accordance with these Terms, the Property Rules, the Hot Tub Policy and/or any signage or instructions given to you by us. You hereby acknowledge that enjoyment of the Property and grounds is at your own risk.
- 4.4 We will make every effort to make the Property available to you on time. However there may be delays due to an Event Outside of the Parties Control. See clause 10 for our responsibilities when an Event Outside of the Parties Control happens.
- 4.5 Upon your arrival, please notify us of any defects within the first 24 hours. Thereafter you will be deemed to have accepted the condition of the Property and made be held responsible for any damage discovered at a later date.
- 4.6 You shall take proper care of the Property and its contents during your Booking and you may receive an invoice 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 your Arrival Date.
- 4.7 If damage occurs to the Property as a result of your actions during the stay, where the extent of that damage is so severe that we must (in our sole opinion) cancel and/or refund subsequent bookings, the Owner may bring a claim against you for any loss arising as a result, including the cost of refunding the other guests affected by cancelled Bookings and any additional administrative fees incurred in respect of the same.
- 4.8 Any Property Rules provided to you via the Website are incorporated into these Terms and breach of any of the House Rules will be treated as a breach that entitles us to cancel the Booking. At our discretion we may request immediate departure from the Property without refund.
- 4.9 Keys will be provided on your Arrival Date. If you lose or damage a set of keys, we will invoice you the cost of the replacement. Failure to return the keys before or on the Departure Date and Time will result in further charges.
- 4.10 No smoking or vaping is permitted in or around the Property. If it is evident that smoking or vaping has occurred within the Property during your Booking, you will be asked to vacate the Property immediately, you will be subject to a Smoking Fee, and you will be liable for any costs incurred deep cleaning, renovating and cancelling all or part or any subsequent bookings if the Property has been rendered inhabitable.

- 4.11 No naked flames, bonfires, firepits, fireworks, sparklers, disposable barbeques, or any type of sky lanterns are permitted in or around the Property.
- 4.12 All outdoor lights must be turned off overnight.
- 4.13 Barbeques are available for your use during your stay and must be cleaned prior to your Departure Date. Failure to do so will result in a charge of £50.
- 4.14 No internet or wifi-access will be provided during your stay.
- 4.15 If you wish to have a third party to provide services on the Property premises, this will only be allowed where we have provided written approval of such third parties ahead of the Arrival Date. Any third party, including those mentioned on our Website will be bound by the Property Rules and must carry suitable levels of insurance (and we require copies of the same or any related certification). Please contact us using the Contact Details to discuss any such third party.
- 4.16 Any recommendations made by us are our personal recommendations only and do not guarantee any level of service of quality.
- 4.17 It is your sole responsibility to ensure that the Property is suitable for you and your Group's needs.
- 4.18 Please respect the surrounding properties and area during your stay. You, the Group, and any Permitted Pets, are not permitted to enter any areas of the site which are clearly fenced off. You must also comply with any applicable laws and rules throughout your Booking, including but not limited to [The Countryside Code](#).
- 4.19 You are responsible for ensuring the compliance of the whole Group with these Terms, the Property Rules, the Hot Tub Policy, and signage and/or instructions. Children and animals must be supervised within the Property's grounds at all times.
- 4.20 You acknowledge and accept that no parties are permitted at the Property and any music must be kept at a respective level. Any outdoor music must be turned off by 10pm and any indoor music must be turned off by midnight.
- 4.21 You are not permitted to move any fittings or furniture around or between the Properties without our express permission.
- 4.22 No drones, meaning remotely piloted or autonomous aerial vehicles of any size, are permitted to be flown from, or in the vicinity of, the Property.

- 4.23 You are entitled to use the electric charging points at the Property to charge electric vehicles only. You are not permitted to use a portable domestic charger (also known as a 'granny charger') to charge your vehicle from a socket at the Property. The Electric Vehicle Policy applies.
- 4.24 You agree that aside from laptops and mobile phones, you will not bring any other electrical equipment to the property. You are only permitted to use personal appliances that have been PAT tested while at the Property.
- 4.25 Misuse of any fire extinguishers on the Property will result in a charge of £200 per fire extinguisher.
- 4.26 Damage to the AED will result in a charge of £1,750. Damage to the pads or misuse of the AED will result in a charge of £250.
- 4.27 We reserve the right for us, or members of the community, to access the AED at any time.
- 4.28 We reserve the right to request your immediate departure without refund where you have in our discretion acted unreasonably, illegally, immorally, or in a manner which may impair the enjoyment, comfort or health of others or causes, or is likely to cause, damage to property.
- 4.29 We, or an authorised representative or agent acting on our behalf (including but not limited to tradespeople), reserve the right to enter the Property at any time for the purpose of inspection or to carry out any repair deemed necessary to the Property, its contents or the hot tub.
- 4.30 All belongings and vehicles are left at the Property at your own risk. Please ensure all belongings are removed by the Departure Date and Time as the return of any lost property cannot be guaranteed and will incur charges.

## **5. PETS**

- 5.1 Only Permitted Pets may stay in the Property. We must be informed of all Permitted Pets in advance.
- 5.2 Where pets that are not permitted have been brought with you for the Booking, we reserve the right to request immediate departure and/or charge for any damage caused and deep cleaning required as a result.



- 5.3 You will be liable for all damage caused by animals or parasites introduced by your Permitted Pets, including where the Property is not left sufficiently clean and for any pet waste that has not been removed from the Property and the surrounding areas. You agree that the cost of any repair, replacement or extra cleaning will be borne by you.
- 5.4 We are not liable for any allergies that are affected as a result of pets present in previous occupancy.

## **6. PRICE AND PAYMENT**

- 6.1 The Booking Price will be set out on the Website, at the time of submitting your Booking Reservation and as detailed in your Booking Confirmation.
- 6.2 The Booking Price for a single Property is due at the time of the Booking Reservation.
- 6.3 For Group Bookings, you must pay the Booking Deposit as notified to you upon submitting the Booking Reservation. The remaining balance of the Booking Price must be paid by the Balance Due Date.
- 6.4 We will notify you before the Balance Due Date that payment is due. If payment is not received we will try and contact you. If we cannot contact you or you do not make any payment due to us by the Balance Due Date, we will treat the non-payment as your cancellation of the Booking. In these circumstances, your rights to a refund are set out in clause 8.
- 6.5 All payments may be made by BACS transfer (please use your surname and booking number as reference on all BACS payments), debit card or credit card. We do not accept payments by cash or cheque.
- 6.6 Where VAT is chargeable, it is included in the sums given.

## **7. OUR LIABILITY TO YOU**

- 7.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit any liability which cannot be excluded or limited by law.
- 7.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is

foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative accommodation costs.

7.3 We only supply the Property for domestic and private use. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 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, pets or vehicles, howsoever caused.

## **8. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

8.1 We strongly recommend that you take an appropriate travel insurance policy before placing your Booking Reservation.

8.2 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness (for the avoidance of doubt this includes Covid-19 and/or self-isolating due to Covid-19, and any endemic disease), this will be treated as a cancellation by you.

8.3 If you depart voluntarily from the Property before the Departure Date, no refund shall be given. Similarly, if you fail to show for your Booking this will be regarded as a cancellation and will not be refundable. For example; self-isolation or quarantine, performing statutory duties or mandatory obligations (such as jury duty, military service, incarceration), changes in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport will all be treated as cancellation by you in accordance with this clause.

8.4 You may cancel a Booking before the Arrival Date by contact us using the Contact Details.

8.5 For all Bookings, no refund will be given if the Booking is cancelled.

## **9. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 9.1 We may have to cancel a Booking before the Arrival Date of your Booking due to an Event Outside the Parties Control. We will contact you promptly if this happens.
- 9.2 If we have to cancel a Booking under clause **Error! Reference source not found.** and you have made any payment in advance for your Booking that has not been provided to you, we will refund these amounts to you in full if alternative accommodation cannot be provided.
- 9.3 We may cancel your Booking at any time with immediate effect by giving you written notice if you:
- 9.3.1 do not pay us when you are supposed to; or
  - 9.3.2 break the contract in any other material way, including but not limited to any of the terms of clause **Error! Reference source not found.** or the Property Rules.
- 9.4 We shall not be liable for any refund if we cancel the contract under 9.3.2.

## **10. EVENTS OUTSIDE THE PARTIES CONTROL**

- 10.1 An Event Outside the Parties Control includes, but is not limited to: acts of God, flood, drought, earthquake or other natural disaster, strike, civil unrest, civil emergencies, terrorist attack, cyber attack, system downtime, civil war, commotion or riots, wae, threat of or any preparation of war, armed conflict, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, fire, explosion or accident, interruption, failure or action taken by third party service providers including but not limited to utility service, third party software providers, telecommunications and/or broadband provider, domestic appliance failure, or temporary invasion of pests.
- 10.2 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its 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 one month, the party not affected may terminate this agreement by giving 5 Business Days written notice to the affected party.
- 10.3 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific

terms at such a time via the Website and will communicate this to you via the contact details provided us.

- 10.4 Should any event or circumstance beyond our reasonable control occur which means the Property cannot be provided to you, we will let you know as soon as possible so alternative accommodation and/or a refund can be arranged for you.

## **11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 11.1 We will use the personal information you provide to us to:

11.1.1 provide your Booking;

11.1.2 process your payment for your Booking;

11.1.3 process identity checks where necessary; and

11.1.4 inform you about similar products or services that we provide, where you have permitted us to. You may stop receiving these at any time by contacting us.

- 11.2 All data you provide to us will be treated in accordance with our Privacy Policy.

## **12. OTHER IMPORTANT TERMS**

- 12.1 We may transfer our rights and obligations under these Terms to another individual, but this will not affect your rights or our obligations under these Terms.

- 12.2 Except for you and us, no other person shall have any rights to enforce any of these Terms.

- 12.3 Each of the paragraphs of these Terms operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 12.4 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.

12.5 These Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English Courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.