

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:

Amendment Fee	a fee of £25 including VAT, where applicable, payable in the event that we allow you to amend, or you cancel, your Booking.
Arrival Date	the date (and time) on which your Booking will begin and the Property will be made available to you.
Balance Due Date	either of: <ol style="list-style-type: none">42 days before your Arrival Date if the booked Property has four bedrooms or fewer; or70 days before your Arrival Date if the booked property has five bedrooms or more, or if you have booked more than one Property as part of the same Booking.
Booking	the confirmed reservation of the Property to commence on the Arrival Date and end on the Departure Date.
Booking Confirmation	the written acceptance of the Booking Reservation which may include more information such as details around arrival and departure, directions, Property Rules etc.
Booking Deposit	25 percent of the total Booking Price, required from you when making the Booking to secure the Property.
Booking Price	the total price as charged to you for the Booking including the Booking Deposit and any additional charges as set out on the Website or otherwise notified to you when making a Booking.
Booking Reservation	your request to book a Property.
Business Day	a day other than a, Sunday or public holiday in England when banks in London are open for business.
Business Hours	09:00 to 17:00 on any Business Day.
Contact Details	the details found on the Contact Us page of our Website [LINK].
Departure Date	10 am on the date on which your Booking will end and you must vacate the Property.
Electric Vehicle Policy	our policy for electric vehicle charging as made available on our Website [LINK].
Events Outside of the parties Control	as defined in clause 10 .
Group	the named individuals attending the Property and whose details have been provided in the Booking Reservation.

Permitted Pets	any dog attending the Property (other than assistance animals) for which you have obtained our express permission.
Property	the property provided for holiday letting purposes, details of which have been made available on the Website.
Property Rules	specific restrictions applicable to a Property as detailed on the Website.
Terms	the terms and conditions on which your Booking is supplied to you, being this agreement and any other documentation referred to in it.
Security deposit	The sum of £500 due to be paid to us or placed on a credit card authorisation hold if the Property you booked has five or more bedrooms.
Website	https://www.derbyshirecountryhouses.com/
we/our/us	Nicola Bunting, trading as Derbyshire Country Houses. Harthill Hall, Bakewell, DE45 1LH.
You/Your	the individual who makes the Booking Reservation and will attend and make use of the Property with the Group.

- 1.2 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.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 If any of these Terms conflict with any term contained within the Booking Reservation, the Booking Confirmation, or the Property Rules, these 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 and time, 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 Deposit (or Booking Price, as appropriate) we will send you a Booking Confirmation.
- 2.3 If you have booked the Property through an online travel agent, the agent may have different terms which will also apply. Please ensure you are familiar with both the online travel agent's terms and our Terms and Property Rules. Where our Terms and the terms of the online travel agent conflict, the online travel agent's terms will take priority. Please note that where you have paid an online travel agent, no payment is due under these Terms unless charges for extras are applicable.
- 2.4 These Terms will become binding between us once we issue you with the Booking Confirmation. If you have booked through an online travel agent, the reservation system may automatically generate a booking summary to be emailed to you. This does not form a contract between us. These Terms become binding once you receive our Booking Confirmation.

- 2.5 We reserve the right to cancel Bookings we no longer wish to take within 7 days of issuing the Booking Confirmation. Any Bookings that are cancelled within this time will be refunded any monies paid to date 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 your Group will not exceed that number at any time. Overnight visitors (i.e. persons other than those in your Group) are not permitted. Additional camp beds, tents, caravans, and camper vans are not permitted on site.
- 2.7 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 if you have not left the Property by the agreed Departure Date.
- 2.8 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.
- 2.9 You confirm that you are over the age of 18. There must be at least one adult over the age of 18 in the Group during the Booking.
- 2.10 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.
- 2.11 The Property is provided for holiday letting purpose only 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:
 - 2.11.1 new tenancy;
 - 2.11.2 the right to sub-let the Property in part or in whole;
 - 2.11.3 assured short hold or tenancy; or
 - 2.11.4 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 anyway, please contact us via our Contact Details. We cannot guarantee that we will accommodate your requests 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 and grounds must be solely in accordance with these Terms, the Property Rules 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 You shall take proper care of the Property and its contents during your Booking and may lose your Security Deposit and/or 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.
- 4.6 Any Property Rules provided to you via the Website are incorporated into these Terms and breach of any of the Property Rules will be treated as a breach that entitles us to cancel the Booking. Any breach of these Terms or the Property Rules will be subject to a minimum charge of £ including VAT, where applicable, per person or the value of any loss of damage, whichever is higher and we may demand the immediate departure of you and your Group from the Property without refund.
- 4.7 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 will result in further charges.
- 4.8 No smoking or vaping is permitted in the Property. You may discretely smoke or vape outside, but you must be respectful towards your surroundings and dispose of cigarettes safely in appropriate containers. 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 and will be liable for any costs incurred deep cleaning, redecorating and cancelling all or part of any subsequent bookings if the Property has been rendered uninhabitable. If you smoke or vape outside during your stay in a manner which is at our discretion unacceptable, for example by littering, you will be liable for any costs incurred, including but not limited to the cost of any clean-up.
- 4.9 No naked flames are permitted inside the Property. No fireworks or any type of sky lanterns are permitted on or around the Property.
- 4.10 Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.
- 4.11 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 will be bound by the Property Rules and must carry suitable levels of insurance. Please contact us using the Contact Details to discuss any such third party.

- 4.12 Any recommendations made by us are our personal recommendations only and do not guarantee any level of service or quality.
- 4.13 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 may be held responsible for any damage discovered at a later date.
- 4.14 It is your sole responsibility to ensure that the Property is suitable for your and your Group's needs.
- 4.15 Please respect the surrounding properties and area during your stay. You, the Group and any 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](#).
- 4.16 You are responsible for ensuring the compliance of the whole Group with these Terms, the Property Rules, any signage or instructions. Children and animals must be supervised within the Property's grounds at all times.
- 4.17 You acknowledge and accept that no parties are permitted at the Property and any music must be kept at a respectful level and turned off no later than 23:59 each day. No music may be played outside.
- 4.18 You are not permitted to move any fittings or furniture around or between the Properties without our express permission (for example, chairs).
- 4.19 No drones, meaning remotely piloted or autonomous aerial vehicles of any size, are permitted to be flown from, or in the vicinity of, the Properties.
- 4.20 There is an electric vehicle charging point at the Property to be used for charging 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.
- 4.21 We reserve the right to demand 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.
- 4.22 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 conduct any repair deemed necessary to the Property or its contents.
- 4.23 All belongings and vehicles are left at the Property at your own risk. Please ensure all belongings are removed by the Departure Date as the return of any lost property cannot be guaranteed and will incur charges.

5. PETS

- 5.1 Only Permitted Pets or registered assistance animals are permitted to stay in the Property. There will be a £25 charge per Permitted Pet, per Property entered, per Booking. (For example, if you bring one dog to stay with you, but you and your dog visit a friend or family member in a separate Property, you will be liable for two £25 charges).
- 5.2 You must comply with our Pet Policy if you bring a Permitted Pet for your Booking.

- 5.3 Where pets that are not permitted but 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.
- 5.4 We reserve the right to refuse admission or demand immediate departure from the Property to anyone who breaks the Pet Policy or otherwise allows their Permitted Pet to be, in our sole discretion, a nuisance or danger to others.
- 5.5 You will be liable for any 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
- 5.6 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 All Payments may be made by BACS transfer (please use your surname and booking number as the reference on all BACS payments), debit card or credit card. We do not accept payments by cheque or cash.
- 6.3 Where VAT is chargeable, it is included in the sums given.
- 6.4 Where your Booking Reservation is before the Balance Due Date, you must pay the minimum Booking Deposit as notified to you upon submitting the Booking Reservation. Payment of this Booking Deposit must be made at the time of submitting your Booking Reservation or your Booking will not be effective. The remaining balance of the Booking Price must be paid by the Balance Due Date.
- 6.5 Where your Booking Reservation is made after the Balance Due Date, you must pay the full balance of the Booking Price at the time of making a Booking Reservation.
- 6.6 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 for payment, 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.
- 6.7 You must pay (or authorise, as appropriate) the Security Deposit when requested before arrival, and we will not provide access to the Property until the payment is made. The Security Deposit will be refunded to you, less any necessary deductions, 7 days after your departure date.

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.
- 7.5 We are not liable for any loss or damage suffered in relation to third party services, whether approved by us or otherwise.

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 Covid19 and/or self-isolating due to Covid19, and any other endemic disease), this will be considered 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 contacting us using the Contact Details. Your liability for Booking Price is dependent on the Property and period of notice that you give us, as set out below:

8.4.1 For Properties with four bedrooms or fewer:

Days before Arrival Date	Percentage of Booking Price payable by you
More than 42 days	15%
42 - 15 days	75%
14 - 3 days	90%
2 - 0 days	100%

8.4.2 For Properties with five bedrooms or more, or if more than one Property is booked:

Days before Arrival Date	Percentage of Booking Price payable by you
More than 70 days	15%
70-15 days	75%
14 – 3 days	90%
2 – 0 days	100%

- 8.5 We will confirm your cancellation with you in writing and notify you of any payment or refund due to you at that time.
- 8.6 Any refunds may take 14 days to be processed from the point of agreement.
- 8.7 If you cancel your Booking, we will try and re-let the Property. If we are able to re-let the Property, we will refund money paid less our Booking Deposit and subject to any difference in price between the Booking Price and the re-let price.

For example: Where the Booking Price was £1000, and we relet the Property for £900, the refund will be £875, being the Booking Price less difference between the original and new Booking Price (£100) and the Amendment Fee of £25.

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 of the Parties Control. We will promptly contact you if this happens.
- 9.2 If we have to cancel a Booking under clause 9.1 and you have made any payment in advance for your Booking that have not been provided to you, we will refund these amounts to you in full.
- 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 4 or the Property Rules

We shall not be liable for any refund if we cancel the contract under 9.3.2.

10. EVENT OUTSIDE OF THE PARTIES CONTROL

- 10.1 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 6 Business Days written notice to the affected party.
- 10.2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption.
- 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.
- 11.1.5 All data you provide to us will be treated in accordance with our [Privacy Policy](#) [LINK].

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.