

Old Great

# MARLBOROUGH HOUSE

GROSMONT, ABERGAVENNY

## **Booking Conditions October 2022**

### 1. General

Old Great Marlborough House is provided for Hire by Wild by Nature LLP. Wild by Nature LLP is a Limited Liability Partnership registered with Companies House under the number: OC430447. It is registered in England and Wales and the partners are: Jake and Amie Townley, Francesca and Edward Dickson and Stephen and Caroline Townley. The correspondence address is Lower House Farm, Longtown, Herefordshire HR2 0NT. 'We' is used in these Terms to refer to Wild by Nature LLP. Those individuals (and their guests, members of their party and visitors) who have completed the Booking Enquiry Form through the agency of the person signing the form and who have applied to Hire Old Great Marlborough House, comprising the house, barns and land within its demise 'the Accommodation' are referred to as 'the Hirer', or 'You', and the length of the Booking is termed 'the Hire Period'. Once we have accepted your Booking Request in writing together with payment of the Deposit, a Booking is deemed to exist.

### 2. Price and Payment

The price of the Accommodation will be set out at the time you place your Booking and when We confirm your Booking. Payment may be made by debit card, credit card or bank transfer. Cheques must not be used for payment of any sums due under this agreement without our prior approval.

### 3. VAT

Wild by Nature LLP is VAT registered no. 218415911 and VAT is included in the sums given. If the rate of VAT changes between the date of the Booking and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Accommodation in full before the change in the rate of VAT takes effect.

### 4. Deposit

You must pay a minimum deposit of 30% of the total cost of the Accommodation at the time you place your Booking and the Balance of the price at least eight weeks before the Check-In Date unless the Check-In-Date is less than eight weeks from the date of the Booking, in which case the full Balance of the price must be paid at the time you place your Booking.

#### 5. Balance Payment

If you fail to pay the Balance of the cost of your Accommodation upon request and before the Check-In Date We will attempt to charge your card details (where provided) for the sum of the Balance amount which may be subject to a discretionary administrative charge of no more than £30 (including VAT) and you hereby authorise us to do so. If You do not make any payment due to Wild by Nature LLP by the due date for payment, or if the attempt to charge your card details is unsuccessful, We may cancel your Accommodation and terminate this contract. In these circumstances, you will not be entitled to any refund of any sums paid by You as of that date.

#### 6. Security Deposit

The Hirer may be required to pay a cautionary security deposit of £500 in respect of damage to the Accommodation, 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 Accommodation). You will be informed if this policy is in operation on making your Booking. This cautionary security deposit will be due 1 week prior to the Hire Period commencing. We will endeavour to remind You of the same but it is your responsibility to ensure this sum is paid to Us before the Check-in-Date. We reserve the right to invoice you and/or attempt to charge your card details (where provided) in order to recover our reasonable costs if the deposit paid under clause 6 is insufficient to repair or replace any damaged caused to the Accommodation and/or its contents during your Hire Period. This sum will be returned to You in full in the event that We assess that the Accommodation has been left in a satisfactory condition. We will carry out this Assessment within 24 hours of Your departure. In the event that damage or incorrect use of facilities is identified, We will inform you in writing within 7 days of the end of Your Hire Period of the proportion of the amount to either be retained or the amount to be further charged, or any combination of the above at Our discretion.

#### 7. Non acceptance of a Booking Request

Wild by Nature LLP reserves the right to decline a Booking Request made online. Bookings are only Confirmed once We have accepted a Booking Request in writing and a minimum deposit payment has been received. In the event that Wild by Nature LLP declines a Booking Request, any sums received will be returned immediately.

#### 8. Changing a Booking

The booking dates of the Hire Period can only be changed to an alternative date at the discretion of Wild by Nature LLP and is subject to availability. If alternative dates are provided then new prices may apply, which will be set out in writing. The Hirer is responsible for paying an increased deposit amount where applicable, as well as for the price variation in the balance payment. In addition, a £50 administration fee will be applied to all changes, payable immediately. The alternative dates will not be secured until You have made the payment of £50 and, where applicable, the increased deposit amount. No date changes will be permitted with less than 3 full weeks' notice.

#### 9. Cancellation by the Hirer

If you cancel your Booking at any point after the first 24 hours after a Booking Request is accepted, the deposit paid is not refundable in any circumstances. If you cancel your Booking up to 8 weeks before your Hire Period we will retain your deposit but will refund any balance payment that has been made on request. If you cancel your booking within 8 weeks of your Hire Period the full balance paid is non-refundable. Cancellation requests must be made in writing. We strongly recommend that guests take out their own travel insurance to cover cancellation.

#### 10. Non-availability of The Accommodation or Cancellation by Wild by Nature LLP

If the Accommodation is not available for the Hire Period or any part of it owing to unforeseen circumstances such as fire, damage to the property (save that caused by The Hirer), other emergencies or bereavement suffered by the Wild by Nature LLP partners, then all charges paid in advance by the Hirer will be refunded in full, but the Hirer shall have no further claim against Wild by Nature LLP. For the avoidance of doubt, Wild by Nature LLP is not responsible for the cost of alternative accommodation or transport due to the cancellation of your Hire Period or unavailability of the Accommodation. This clause is without prejudice to clause 11 of these Booking Conditions.

#### 11. Events outside our control

Wild by Nature LLP shall not be responsible for any loss due to Government Restriction or Act of God which may cause the Accommodation to be temporarily closed or the Hire Period to be interrupted or cancelled. In an event such as this, every effort will be made to find alternative dates to move Your Hire Period to at an equivalent value to Your Booking, but no refund will be given on any sums already paid by You, including the deposit, and Wild by Nature LLP accepts no liability for additional costs.

#### 12. COVID-19

COVID-19 is now a Known Event and as such we expect the Hirer to fully insure against disruption to the Hire Period on account of COVID-19 restrictions, nationally or locally, or illness or isolation requirements on the part of You or Your guests. Old Great Marlborough House is in Wales and therefore Welsh restrictions may apply which may differ from those in the rest of the United Kingdom. An example may be a temporary restriction on the number of households able to stay overnight together which may

cause disruption to your anticipated Guest numbers. You must accept this risk upon Booking and take out your own insurance as appropriate. For the avoidance of doubt no refunds would be given or special terms applied in the event that the number of guests is restricted or on the part of illness or isolation of your party. In the event of a full National Lockdown requiring us to close the Accommodation fully, we would make every effort to find alternative dates to move Your Hire Period to at an equivalent value to Your Booking, but no refund will be given on any sums already paid by You, including the deposit, and Wild by Nature LLP accepts no liability for additional costs.

### 13. Non-availability of Facilities

All facilities at the Accommodation are serviced regularly and have an appropriate maintenance programme. However, if the hot tub or tennis court are unavailable during all or part of the Hire Period due to damage (save when caused by the Hirer), mechanical failure or health and safety concern then a refund rate of £30 per night for the duration of your Hire Period per unavailable facility (limited to the hot tub and tennis court) will be provided, up to a maximum value of £1000. The Hirer can make no further claim against Wild by Nature LLP.

### 14. Access to the Accommodation

Whilst all reasonable efforts are taken by Wild by Nature LLP to maintain the shared lane approaching the Accommodation, it is the responsibility of the Hirer to gain access to the Accommodation via the shared lane in all prevailing weather conditions, entirely at the Hirers' own risk and using appropriate vehicles for the conditions (for instance 4x4s). If the Hirer is in doubt about their vehicle's ability to safely navigate the shared lane in bad weather, they should consult Wild by Nature for further advice.

### 15. Legal Rights

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.

### 16. General Use of the Accommodation

Wild by Nature supply the Hirer with the Accommodation for domestic and private use only. You agree not to use the Property for any commercial, business or re-sale purpose. The only exceptions to this Clause are in cases where a business event, such as team-building, has been discussed with and agreed in writing by Wild by Nature LLP, or where business use is incidental to the Hire Period. Guests and visitors to the property must never exceed the maximum number of sleeping guests which is 22, except with the express written agreement from Wild by Nature LLP.

## 17. Eligibility

Bookings will not be accepted, save with the written agreement of Wild by Nature LLP, from: groups under the age of 21 or any group or individuals comprising a group who have previously been declined group accommodation. It is the responsibility of the person completing and signing the Booking Enquiry Form to ensure that eligibility conditions are met and due enquiries of his or her party are made.

## 18. Parties and Events

You are not permitted to use Old Great Marlborough House for large events or for House Parties or other occasions likely to cause disruption to neighbours or damage to the property. No activities requiring a licence (sale of alcohol, staging of live events, music or performances for example) are permitted. In the event of noise complaints from neighbours or reports of guests exceeding the number permitted at the Accommodation we would require immediate vacation of the Accommodation and termination of Your Hire Period without any refund being provided. Birthday celebrations and other small family or celebratory events are of course most welcome in accordance with the below list of your Obligations as the Hirer.

## 19. Your obligations as the Hirer

The Hirer or Hirers jointly and severally agree through the person completing the Booking Enquiry Form for and on behalf of each member of their party and or any of their guests who may visit the Accommodation:

- a) To treat our staff courteously and ensure they are given space to provide your welcome tour while maintaining social distancing
- b) To respect entry and departure times so that our housekeeping team can adequately prepare the property between each Booking
- c) To pay any excess or unreasonable charges incurred by Wild by Nature LLP during the Hire Period, such as telephone calls, fuel (including logs), additional cleaning or laundry charges or costs to investigate and rectify complaints made about your conduct during the Hire Period.
- d) To pay for any losses or damages to the Accommodation, whether directly or indirectly, caused by an act or omission of the Hirer or guests visiting the Accommodation, reasonable wear and tear excluded. Particular care and attention should be paid to moving furniture on the wooden floors which can cause damage.
- e) To take good care of the Accommodation and leave it fully secured with all windows and doors locked, including Velux roof lights, and in a clean and tidy condition the end of the Hire Period. All equipment or furniture moved must be returned to their original position, as must any DVDs, books, games and toys. Should the Accommodation be deemed to have been left in a condition whereby excess

cleaning or laundry costs are incurred which amount to more than 10% of the typical, allotted change-over hours of the housekeeping team then an excess cleaning charge of £250 will be levied. In the event that bedding or other soft furnishings are damaged or marked beyond repair then the full cost of replacements will be passed along to the Hirer, as well as the excess cleaning charge.

- f) To provide Wild by Nature LLP upon request the full names, addresses, phone numbers and email addresses of all those staying at or visiting the Accommodation during the Hire Period.
- g) To permit Wild by Nature LLP reasonable access to the Accommodation for top-up housekeeping during week-long stays and if required for inspection and or essential maintenance. Wild by Nature LLP may also require access to the Accommodation to carry out improvements, but this will not impinge upon the Hirer's right to quiet possession during the Hire Period as outlined in Section 17(3) of the Consumer Rights Act 2015.
- h) To use the Facilities in accordance with their instructions, as detailed in the Welcome Document provided.
- i) Not to part with possession of the Accommodation or share it.
- j) Not to exceed 22 guests without written agreement from Wild by Nature LLP
- k) Not to cause annoyance or nuisance to occupants of neighbouring premises and to comply with any housekeeping rules laid out in the Welcome Document. You accept that if noise complaints are received then the entire group will be required to vacate the property immediately and no refund will be given. No music should be played outside or with doors or windows open, nor should it be played at a level indoors so as to cause disturbance to neighbours at any time.
- l) Not to enter the adjoining farmer's land or farmyard (which is clearly marked around the Property), and to follow the Countryside Code when using neighbouring footpaths
- m) Not to set off fireworks, in any circumstances
- n) Not to smoke inside the Accommodation or in close proximity to open doors or windows of the Accommodation.
- o) Not to exceed 10mph in approaching the Accommodation via the shared lane and observe any instructions from the neighbouring farmer who may use the lane to transport livestock
- p) To endeavour not to waste energy and to recycle wherever possible

## 20. Duration and Times of the Hire Period

No Hire-Period may exceed 4 weeks, and all Hire-Periods carry a minimum duration of 2 nights. The Hire-Period commences at 4pm on the first day of the Hire Period and ends at 10am on the day of departure. The Hirer will be liable for any cost of whatsoever nature incurred because of an unauthorised extension. Variations to these Check-In or Check-Out times are at the sole discretion of Wild by Nature LLP and must be agreed in writing not less than 2 weeks ahead of the Hire Period. A fee will be payable for this additional service to be agreed in writing.

## 21. Liability

Wild by Nature LLP does not accept liability (save in respect of liability for death or injury arising directly from Wild by Nature LLP's proven negligence) for any act, neglect or default on the part of Wild by Nature LLP, the owners of the Accommodation or any person within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, which the Hirer may suffer or incur arising from the use or occupation of the Accommodation. In addition, Wild by Nature LLP does not accept liability for any loss or damage to the Hirer's property or possessions arising out of the Hire Period, or any other visit by the Hirer or any other persons to the Accommodation. Nothing in this clause seeks to limit Wild by Nature LLP's liability beyond that permitted in law.

## 22. Personal information

If you provide to us any personally identifiable data or information, you thereby agree that we may hold such data or information and that we may process the same in order to contact you either about your booking or about any future promotion or offer.

We will use the personal information you provide to us to provide the Hire Period and any related services you have requested, process your payment and to provide you with further marketing information, but you may stop receiving these communications at any time by contacting us. We will only give your personal information to third parties where the law either requires or allows us to do so. Wild by Nature's full privacy policy can be found at <https://wildbynaturellp.com/privacy-policy>

## 23. Problems or complaints

If you have any problems or complaint with any element of the Booking or related services, please tell us as soon as possible and give us the opportunity to rectify matters. We will work with you to investigate and resolve any problem or complaint to the best of our ability. In no circumstances will compensation be made for complaints raised after the Hire Period has ended or when the Hirer has denied Wild by Nature LLP the opportunity of investigating the complaint and endeavouring to put things right during the Hire Period

## 24. Pets

No pets are to be brought to the property unless expressly agreed in writing. In circumstances where pets have been agreed there will be additional rules and obligations that the Hirer must follow, and these will be laid out in writing at the time.

## 25. Inventory/Schedule of Condition

The Hirer acknowledges that they have been given an opportunity to review the inventory of items and a schedule of condition, a copy of which is available on request

from Wild by Nature LLP. In the event that the Hirer disagrees with the inventory and/or schedule of condition the Hirer agrees to do so by sending an email to [fran@wildbynaturellp.com](mailto:fran@wildbynaturellp.com) or phoning 07969244782 or 07967409856 within two hours of occupation of the Accommodation. If the Hirer does not do this within this time limit then they will have been deemed to have accepted the inventory and schedule of condition as prepared by Wild by Nature LLP.

#### 26. Breach of Contract

If there shall be a breach of any of these conditions by any of the Hirers then Wild by Nature LLP reserves the right to re-enter the Accommodation and terminate the Hire Period without prejudice to other rights and remedies of Wild by Nature LLP.

#### 27. Governing Law and Jurisdiction

English Law shall apply to this contract and the courts of England and Wales shall have sole authority for resolving disputes.

#### 28. Authority to Sign

The person who completes the Booking Enquiry Form certifies that:

- a) They are authorised to agree the Booking Conditions on behalf of all persons who will be staying or visiting the Accommodation at their invitation, including those substituted or added at a later date
- b) The signatory is over eighteen years of age and a member of the party is over 21 years of age
- c) Agrees to take full responsibility for the party occupying the Accommodation
- d) In the case of a company or other entity, the individual signing this form guarantees on a personal and individual basis the performance of the company or other entity in the event that it defaults

#### 29. Discrepancies

In case of a discrepancy between these Booking Conditions and any other contents of published material, these conditions shall prevail.

#### 30. Validity Clause

If any term or provision in these booking conditions shall in whole or part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.