### TERMS & CONDITIONS FOR INGOLDISTHORPE HALL & COTTAGES BOOKING CONDITIONS AND GENERAL INFORMATION

Please read our Terms & Conditions before booking, as once you have booked and paid a deposit/full amount it shall be acknowledged that you accept the conditions below.

#### **CONTRACT**

The Contract will be between the Client and L.B.S.Marten (Owner). The Contract will be entered into when L.B.S.Marten (Victoria Bray, as manager) issues the confirmation form and will be subject to all the booking conditions. Please read carefully.

### **PAYMENT**

A deposit of 30% of the rental fee is payable if the booking is made more than 2 months before the start of the rental. The balance shall be payable 2 months before the commencement of the rental. Non- payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client. For bookings made less than 2 months before the commencement of the rental the total fee is payable. All payments shall be made to Mount Amelia (L.B.S.Marten trading as Mount Amelia). We encourage online banking payments – details will be in the invoice – but if this is not possible there is no charge for payments made by debit card or cheque, this can be sent to the address at the bottom of the Booking Confirmation. Credit card payments are subject to a 2% surcharge.

### **CANCELLATION**

Any cancellation made by the Client for whatever reason shall be in writing and addressed to L.B.S.Marten at the address at the bottom of the Booking Confirmation or emailed to Victoria Bray at info@mountamelia.com. On receipt of notice of cancellation, we will seek to re-let the property for the period of booking. If L.B.S.Marten succeeds in re-letting the property at the full price for the whole period it shall refund all the monies paid less an administrative charge of £50 (plus VAT) per booking. If L.B.S.Marten only succeeds in re-letting the property for part of the period booked it shall refund an amount equal to the deposit and balance paid less rental for the period which is not re-let and an administration charge of £50 (plus VAT). Should a cancellation be made before payment of the balance, and L.B.S.Marten is unable to re-let the whole period, the deposit must be forfeited. In such an instance, there would be no administration charge. If L.B.S.Marten is unable to re-let the property at all then all monies paid by the Client shall be forfeit to L.B.S.Marten. The Client is advised to arrange holiday insurance to give protection in the

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event they the Client is unable to take up the accommodation.

### CHANGES OF DATE

L.B.S. Marten may consider a request from the Client to change the date of the booking after confirmation has been issued. Agreement will be given subject to the following conditions being met: 1. the request is received more than 3 months prior to the start of the booking 2. the Client pays an administrative fee of £50 (plus VAT). VAT is included in the rental fee where applicable.

### PERIOD OF HIRE

Rentals commence, unless otherwise notified, at 6:00pm on day of arrival and terminate at 10:00am on the day of departure. Please do not arrive early, or depart late (unless previously arranged), as time is needed to thoroughly clean the property between lets.

The number of persons occupying a property must not exceed the maximum number stipulated in the advertised details. The property will be used for personal and domestic purposes only. Use of the property for Hen and Stag Parties by prior agreement only. The property shall not be used for any commercial purposes without the written consent of L.B.S.Marten. L.B.S.Marten reserves the right to refuse entry to the entire party if these conditions are not observed.

### **COMPLAINTS**

In the unlikely event of any cause for complaint during the occupation of the property it must be notified promptly to L.B.S.Marten and in the case of serious problems confirmed in writing.

### **BREAKAGES OR DAMAGE**

The Client is legally bound to reimburse L.B.S.Marten for replacement, repair or extra cleaning costs on demand.

An additional House Keeping Deposit of £500 for Ingoldisthorpe Hall is required and £100 per cottage booked - Ivy Cottage, Gardeners Cottage, Grooms Cottage. If the booking is for a Hen Party, Stag Party or a group aged 35 years and under then a £1000 House Keeping Deposit is required.

### **SMOKING**

Smoking is not allowed in any of our properties. If you do wish to smoke, please smoke

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outside and clear up any evidence.

#### BED LINEN AND TOWELS

Bed linen and towels are provided in all our properties. Towels must not be used as beach towels or for drying pets. If your stay is for 2 weeks (or more) bed linen and towels can be changed weekly.

### CARE OF THE PROPERTY

The Client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning.

#### **SAFETY**

The owners or their agents cannot accept liability for any damage or loss to any property or possessions or personal accident sustained by you, your party members or any visitors and therefore advises all guests have full holiday insurance.

### LOST PROPERTY

In the event of any items being left in the property, L.B.S. Marten will attempt to locate, collect, package & post the items back to you, but return cannot be guaranteed. There is an administrative charge of £10 for this, plus the postage costs.

### PETS POLICY

Pets are allowed in all properties – Gardeners, Grooms and Ivy Cottage as well as Ingoldisthorpe Hall. No more than 2 well behaved pets per property. **Pets are strictly not to go on the furniture and should stay downstairs at all times**. An additional charge of £25 per pet per stay is made to cover extra cleaning costs. You are responsible for removing all evidence left by your pet.

### LIABILITY

L.B.S.Marten (for himself, his employees and agents) 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 in anyway connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of The Third Parties) Act 1999 by a person who is not a party to the Contract. If the property that the Client has booked

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becomes unavailable or unusable for some reason prior to the date of a booking, then L.B.S.Marten's obligation will be to 1. Use their best endeavor to find a suitable alternative property, or failing which 2. To reimburse the Client for any monies paid.

### **W ARRANTIES**

L.B.S.Marten does not warrant and is not responsible for the accuracy of any verbal information given or statements made by its employees or agents.

### RIGHT OF ENTRY

L.B.S.Marten and any representative (including workman) shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance. In cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time – L.B.S. Marten (or other) is entitled to enter the property at any time without giving you prior notice