



# The Shippon Luxury Holiday Let

TERMS AND CONDITIONS

The following Terms and Conditions apply to all bookings made at this Holiday Let Accommodation. We kindly ask that you take a moment to read them prior to making a Booking. In these Terms and Conditions the following definitions apply:

## **1. The Shippon Luxury Holiday Let . Thornley**

The contract for a short-term holiday rental will be between “Company” or “we” means NRS Contracts Ltd (company no: 0435752) whose registered office is at HWR Accountants 410/414 Blackpool Road, Ashton on Ribble, Preston. PR2 2DX. And the person making the booking and all members of the holiday party (referred to as “you” , “your” or “hirer”) in the following booking conditions, the law of England and Wales will govern the contract. The contract of hire is not effective until we have received the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be 18 years of age at the time of the booking and the booking form must list names, addresses and ages of your party.

### **Duration and Times of Lettings**

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so will result in you being charged a further full 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 a 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.

### **Booking Procedure**

Whilst we are prepared to consider requests for reservations of the properties, the confirmation of a reservation shall not render us liable in the event that the property is unavailable for occupation during the period reserved and no contract will arise between us and you otherwise than in accordance with the following provisions of these terms.

### **Booking Form**

All applications to book holidays in the property must be submitted by you to us. The booking form must be fully completed by you and must be accompanied by payment of the booking fee/ deposit. The amount of the booking fee shall be as follows:

If the booking fee is submitted more than 30 days or more before the commencement of the requested holiday letting period – 30% of the full amount is payable in respect of the letting .

If the booking fee is submitted is less than 56 days before the commencement of the requested holiday letting period –the full amount is payable in respect of the whole of the letting period.

In the event we decline an application, the full amount of the booking fee will be refunded to you. In the event that an application is accepted, the booking fee will be retained by us and treated as a payment in account of the amount payable in respect of the letting.

### **Acceptance of an application**

The contract between us and you for the letting of the property shall arise upon us giving written confirmation of acceptance of your application (which at our discretion may be dispatched by pre -paid post or electronically to any email address provided by you in the booking form) or upon us having obtained clear funds in respect of the application fee whichever is the later.

### **3. Charges**

a minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Price lists for room rates, additional items, such as pamper packages, welcome pack etc., are on display at relevant locations within the Accommodation and are available on request from the owner.

### **6. Payment**

an advanced payment of 30% is payable at the time of booking. The balance of the rent is due 56 days before your arrival date.

### **Failure to pay**

Non-payment of the sum payable on the due date – 56 days before arrival date may be treated as a cancellation of your booking and we will be entitled to re-let the property without reference to the client.

### **5. Cancellation Policy and No Shows**

The Hirer is advised to arrange holiday insurance to give protection in the event that the Hirer is unable, for any reason, to take up the holiday accommodation at the agreed time. The Hirer should notify the Company NRS Contracts Ltd. of any cancellation by telephone immediately and confirm in writing within four days.

The cancellation policy of the Shippon is

A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 30 days of the arrival date, forfeit the full advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent.

Failure to pay the balance when due will result in us treating the booking as cancelled

## **7. Changes or Cancellation by the Company**

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund, if payment has already been received. But we shall have no further liability to you arising out of such cancellation.

## **Changes to Bookings**

We will consider any requests to change dates after confirmation has been issued. We reserve the right to charge an administration fee of £25 in the event a change of booking is made.

**8. Guests must not travel to THE SHIPPON LUXURY HOLIDAY LET if they or any member of their group are unwell and showing signs of COVID-19 SYMPTOMS,**

If a guest is displaying symptoms of Covid-19 whilst staying in the cottage for a permitted reason they should inform the accommodation provider, immediately self-isolate where they are to minimize any risk of transmission, and request a test.

If you are confirmed to have COVID-19 you should return home if you reasonably can. If a guest cannot reasonably return home (for example because you are not well enough to travel or do not have the means to arrange transport) your circumstances should be discussed with an appropriate health care professional and if necessary, the local authority. Guests should follow government guidelines on dealing with possible or confirmed Coronavirus(Covid-19) infection.

In the event of this happening you will be liable to pay for all affected bookings as a result of your extended stay.

## **Our Coronavirus/Pandemic Booking Promise**

We want to make sure your booking with The Shippon Luxury Holiday Let is as hassle free and fair to all as it possibly can be. As an enhancement to our usual T&C's we are adding some great flexibility to your booking. Should your stay be impacted by either a lockdown local to you, you test positive for Coronavirus, or any illness declared a pandemic from our National Government, we won't hold you to your stay and you will be able to move your deposit/payment in full to new dates within 12 months or we will issue you a full refund.

If you move your stay with us from low to high season (November to August for example), we will request the difference in cost from you as the cost to visit The Shippon Luxury Holiday Let varies. We will need some simple confirmation like a screen shot of a self isolation notice and/ or positive test letter/email/text. Sorry if it sounds harsh to ask for evidence but you would be amazed how many people

developed symptoms when the weather forecast was poor! For all other events including generic illness or bereavement, our usual T&C's will apply (see above) but we want you to be assured that the hassles of the recent pandemic won't harm your stay at The Shippon Luxury Holiday Let in anyway.

## **9. Security/Breakages Deposit**

For all cottages a security/breakages deposit (by cheque or debit/credit card authorisation) is required to be held at the time of final payment. The security/breakages deposit for The Shippon is **£100** if you pay using a credit or debit card your card will automatically be pre-authorised for the security deposit.

The deposit is NOT applied toward the rent; however, it is fully refundable within 10 days of departure, provided the following provisions are met:

No damage is done to the property or its contents, beyond normal wear and tear.

No charges are incurred due to illegal activity, pets or collection of rents or services rendered during the stay.

All debris, rubbish and discards including pet waste are placed in rubbish bins, and soiled dishes are placed in the dishwasher and cleaned. Pet waste and refuse waste must be placed in appropriate bags.

**All keys are returned to the owner and the property is locked.**

All charges accrued during the stay are paid for prior to departure.

No linens are lost or damaged.

NO early arrival or late departure.

The renter is not evicted by the owner or representative of the owner or local law enforcement.

All or part of the security deposit will be retained if The Shippon is not left in the clean and tidy condition in which it was found, or to cover the cost of any damage to the property or contents. We ask that any breakages of faulty equipment to be reported so that we may replace them. In the case of breakages a replacement charge will be made a list can be found in the property information file in the accommodation.

### **Maximum Occupancy**

Under no circumstances may no more than the maximum number of persons stated on the booking form occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities of The Shippon. To exceed the maximum number of persons in The Shippon overloads the facilities available which are not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such and over occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage.

No third parties are allowed to stay at the property and holidays booked are not transferable.

### **Minimum Stay**

This property requires a 3 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 3 days the hirer will be charged the 3 night rate.

### **Inclusive Fees**

Rates include a one- time linen and towel setup. Facilities fees are included in the rental rate.

### **Accessibility**

As the owner of the property, we reserve the right to gain access at any reasonable time during occupancy.

### **Liability**

This condition sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of any breach of this agreement; any

use made by you or any third party residing or making use of the property during your period of reservation and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement. Nothing in this agreement limits or excludes the liability or death or personal injury resulting from negligence or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

We shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of personal property or possessions; loss of use of the property or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses in respect of the reservation.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the conditions of this agreement shall be limited to the monies paid in respect of your reservation under the conditions of this agreement.

Any vehicle of yours or any third party making use of the property during the period of your reservation is left at the property entirely at the risk of the owner of the vehicle.

### **Keys**

You have access to the accommodation 24 hours a day throughout your stay using a set of keys given to you on arrival. You have full responsibility of these keys for the duration of your stay. Lost keys will be charged at £10.00 per set.

### **Lost Property**

We are happy to return items that have been left following departure. However, there will be a reasonable charge to cover postage and packaging.

### **NO DAILY HOUSEKEEPING SERVICE**

While linens and bath towels are included in the unit daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linen to be taken from the property. We will provide a Hot Tub towel per guest.

## **Property Rates and Pricing**

Rates subject to change without notice.

## **Falsified Bookings**

Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and /or rental money, and the party will not be permitted to check in.

## **Written Exceptions**

Any exceptions to the policies mentioned above must be approved in writing in advance.

## **Parking**

Parking is limited to 2 vehicles. Vehicles are able to park on the driveway in front of The Shippon. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

## **Hot Tub**

No children under the age of 12 are permitted in the hot tub at any time, when using the hot tub, remember there is a certain health risk associated with this facility. USE AT YOUR OWN RISK. Our housekeepers drain, sanitize and refill and replenish chemicals in all tubs prior to your arrival; therefore it may not be warm until later that evening. DO NOT STAND ON THE HOT TUB COVER. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for the replacement. Remember when not using the hot tub, leave the cover on so that it will stay warm.

## **Wood burner**

The stove is purely a log burner one baskets of logs is provided on your arrival day. PLEASE DO NOT BURN ANY OTHER MATERIAL. Should you require addition baskets of logs these can be requested to the owner and charged at £5 per basket.

## **Sceptic Tank**

The sceptic tank is very effective, however it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products/ Nappies or wipes should be flushed at any

time. If it is found that feminine products/ Nappies or wipes have been flushed and clog up the system then you could be charged damages of up to £200.

## **12. Guest Behaviour**

Guests are requested to conduct themselves appropriately at all times. In the event of misbehaviour or other necessary causes the owners reserve the right to terminate the let without any refund of monies. Strictly no loud music or parties. We request noise to be kept to a minimum between the hours of 11pm and 7am.

## **13. No Smoking**

Guests are advised that smoking is strictly prohibited within the property. If you smoke in the property the owners reserves the right to charge a £100.00 minimum charge (in respect of cleaning and deodorising the property) from the credit or debit card supplied by the Guest as security when the booking was made or at check-in. If you tamper with or set off the fire detection system you will be fined £150.00 and will be reported to the Police. You will be liable for any costs incurred

## **14. Children**

All children (a person under 16 years of age) staying at the property must be accompanied by an adult and must be supervised by an adult at all times.

## **15. Pets**

Only one well behaved pet is allowed at the property. Permission must be asked and breed must be specified when booking. If permission is given you will need to bring a pet bed/basket. Pets must be kept under proper control and are not allowed in the bedrooms / Hot Tub or on furniture and must not be left unattended in the property at any time. Guests must ensure that their pet is clean and dry before allowing inside the property.

Holiday guests are asked to remove all traces of pet occupation before leaving. Dogs must not foul the area. Any damages caused by the pet will be paid for by you the guest. Guests should prevent pets from producing excessive noise at a level that disturbs neighbours. The owners assumes no responsibility for illness or injury that may incur to pets whilst on the premises.

No garden is guaranteed as secure for dogs even if described as private or enclosed. When out walking within the property grounds/estate, you must ensure that dogs are kept on a lead except where indicated. Dog owners will be held responsible for any damage caused to the property, contents or garden by their dog and for any extra cleaning required. They must not be allowed to disturb livestock, deer or game birds. Vet fees can be expensive and we will be asking for your contribution.

## **Fireworks**

You and your party must not use candles, fireworks or Chinese lanterns at your accommodation. The Shippon is located in a rural area where loud noises and lights can be distressing to animals and livestock. We really wouldn't advise you to upset the local farmers!

## **Entertainment**

Free Wi-Fi is available to all our guests. You agree to reasonable and lawful usage of this service. In this remote area, internet is not always reliable or fast.

Many of our guests come to The Shippon to enjoy the quiet tranquillity of the countryside and therefore we respectfully ask that noise levels are kept to a minimum. We do not hold a PLL Licence and therefore music is not permitted to be playing outside the accommodation.

## **Force Majeure**

In these terms and conditions "Force Majeure" means any circumstances beyond our reasonable control including, without limitation, an Act of God, Fire, Flood, War or Acts of Terrorism. If by reason of Force Majeure the property is not available at the commencement of the time booked by you or the property is unsuitable for letting at that time, we shall not be deemed to be in breach of contract but shall refund in full to you all fees, charges and any deposit paid in advance by you. We will not be liable for any other claim or loss or damage by you.

## **Miscellaneous**

You may not transfer your Booking or any rights and responsibilities under this Booking Contract to any other person, without our prior written consent.

If at any time any part of this Booking Contract is held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

This Booking Contract, together with the Cancellation Policy and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous

agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in

negotiations between you and us prior to receiving the confirmation email except as expressly stated in this Booking Contract. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Booking Contract (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in this Booking Contract.

We will not be in breach of this Booking Contract, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident

### **In Case of Complaint**

We work very hard to ensure all our guests have a wonderful holiday. If however you have any cause for complaint, you must report this to us as soon as reasonably possible so that we can try to rectify the problem during your stay. If choose to not raise a complaint that you may have during stay, we regret that we shall not, except in limited circumstances, be liable for complaints raised after the rental period has come to an end. No refund will be given, or compensation paid, if you do not give us reasonable opportunity of solving the problem before you return home. Complaints made at the end of your holiday, or after you have returned home, will be treated gratefully as constructive feedback.

**We look forward to your arrival and hope you enjoy your stay....**