

Booking Terms and Conditions for Wharton Lodge Cottages

1. THE CONTRACT

The Contract for a short-term holiday rental will be between Wharton Lodge Cottages (referred to as “Wharton Lodge” or “We”) and the person making the booking and all members of the holiday party (referred to as the Customer or “You” or “Your”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until we have processed the deposit. The contract will be subject to these booking conditions and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival we must be provided with a list containing the names and contact details of all guests.

2. PAYMENT

Bookings are CONFIRMED on receipt of a deposit of 25% of the booking cost. The deposit must be paid within 3 days of the booking being placed. The balance of the rental will be due for payment 28 days prior to the booking commencement date.

3. CANCELLATION

Cancellation by You

Cancellations must be immediately notified to us and confirmed in writing. The treatment of a cancellation will depend on:

- a) the date the booking was made
- b) when the cancellation is made and
- c) the reason for the cancellation

Bookings placed from 9th January 2021 will be treated based of the reason for the cancellation, the length of time between cancellation and your holiday and our ability to re-let the property as follows:

National Lockdown – In the event of a National Lockdown that coincides with your holiday, where you are unable to travel and we are prevented from opening, **you will receive a full refund.**

Regional/Local Lockdown – In the event that the address given on the booking is put into Local/Regional Lockdown rendering you unable to travel and the period of restriction covers the period of your booking, **you will receive a full refund.** Please note that this applies only to the address given on the booking by the lead booker and does not apply if a party member at a different address is unable to travel due to Local Lockdown.

Your inability (or the inability of any, some or all of your intended occupants) or disinclination to travel to and stay at your hired Cottage for any reason. This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, a call to jury duty, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown and delays with public transport. These remain at your risk and do not give rise to a right to cancel or to receive a refund unless we re-let the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities. **If you choose not to take out UK travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.**

Travel Insurance

It is the responsibility of the lead booker to acquire suitable travel insurance to cover their holiday, including Cancellation and Curtailment Protection Insurance. We strongly recommend that you take out suitable insurance which will cover you for possible cancellation of your UK holiday. There are several suitable options which include cover for Covid-related cancellation (see below) or you can look for suitable cover on comparison sites such as www.gocompare.com We are not selling, promoting, recommending or endorsing any particular product and do not benefit financially or have any formal relationship with any of these providers.

<https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx>

<https://www.allianz-assistance.co.uk/travel-insurance/Covid-19-travel-insurance.html>

<https://www.trailfinders.com/insurance#/step1>

Refunds

All refunds will be subject to deduction of a non-refundable administration fee of £50 to cover our costs and third-party costs related to the cancellation and remarketing (these costs include our administration costs, re-marketing costs, bank fees, accounting fees and agency fees or commission payments).

A cancellation charge will be made based on the number of days notification of cancellation given by the person cancelling the booking to Wharton Lodge and whether the cottage is re-let for the period of the cancelled stay. Wharton Lodge will apply the scale shown in the table below to determine the amount of the refund payable to you. If the cottage is not re-let, this will be a percentage of the total cost of the holiday. If the cottage is re-let, the amount refunded will be the rebooking value (which may be less than you paid) less the non-refundable administration fee of £50. For the purposes of this Condition, the total cost of the holiday shall include any extra items ordered by the Holidaymaker.

Part Cancellations – If any person(s) in your party needs to cancel, this will not affect the total cost of your booking. In addition, no refunds are payable in the event that you cut short your stay.

Refunds for cancellations more than 4 weeks out will be made within 5 working days of the date of cancellation, which must be in writing (by email). Refunds for cancellations made less than 4 weeks out will be made within 5 working days of the earlier of the rebooking date, or the start date of the holiday (as the refund amount will depend on the rebooking value).

Time from Cancellation to Arrival	Cottage not rebooked <i>We Refund to you</i>	Cottage rebooked <i>We Refund to you</i>
> 4 weeks	Deposit less £50	Deposit less £50
22-28 days	40% of total cost	Rebooking value less £50
15-21 days	30% of total cost	Rebooking value less £50
8-14 days	20% of total cost	Rebooking value less £50
0-7 days	10% of total cost	Rebooking value less £50

Cancellation by Wharton Lodge

If we have to cancel your booking for any reason, including a Force Majeure event, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, **you will be refunded in full.**

(a) acts of God, flood, drought, earthquake or other natural disaster

(b) epidemic or pandemic

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations

(d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent

(f) collapse of buildings, fire, explosion or accident

(g) any labour or trade dispute, strikes, industrial action or lockouts

(h) non-performance by suppliers or contractors and

(i) interruption or failure of utility service and the period of closure covers your booking

4. THIRD PARTY SUPPLIERS (Chef etc)

a) If you want to use the services of a third-party supplier whilst staying at Wharton Lodge you must ask and receive written permission to do so. This may be for a chef, spa treatments, cake/ tea boxes, baby-sitters etc.

b) Wharton Lodge would need to see the third-party supplier's Public Liability insurance and any other related/required certification. Wharton Lodge will then seek approval from Wharton Lodge's insurers to allow the third-party activity to take place.

c) If all insurances and certification are satisfactory to Wharton Lodge and our insurers, permission to invite these suppliers to Wharton Lodge will not be unreasonably withheld.

d) Wharton Lodge does not accept liability for the activities of these third-party suppliers.

5. PERIOD OF HIRE

You should not arrive before 5pm (*due to additional time needed for Covid Double Clean*) on the commencement date and leave by 10am on the day of departure. Failure to do so may result in you being charged a further 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 the 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.

6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the website occupy the property. We reserve the right to refuse admittance if this condition is not observed.

7. LIABILITY

Wharton Lodge, its employees and representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property. There is a large pond in the walled garden and therefore we request that infants and children are kept under constant supervision in that area.

8. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair and in a reasonable, clean and tidy condition at the end of the rental period. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on any act that may be a nuisance or annoyance to the owner or neighbouring properties. Smoking is not allowed in any of the properties. Any damages will have to be paid for in full within seven days of notification.

9. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand.

10. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service.

11. RIGHT OF ENTRY

We 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.

12. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

13. DATA PRIVACY STATEMENT & COOKIE POLICY

See our Privacy and Cookie Policy here https://www.whartonlodge.co.uk/Wharton_Lodge_Privacy_Policy.pdf

14. DRONES, NIGHT LANTERNS AND FIREWORKS

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are prohibited.

15. PETS

We allow a dog when they have been booked and paid for (£25 per stay/per cottage). One dog (two small breed) welcome in Grosvenor and Harewood. Assistance Dogs are also welcome. We provide a dog towel, tea towel and dog friendly venue information. In order to maintain our Five Star cottages for everyone to enjoy, it is necessary that guests bringing a dog agree to the following conditions:

Additional Terms and Condition for guests bringing their dog

On arrival and at all other times, your dog must be kept on the lead in and around the courtyard and walled garden. This means keeping them on the lead when you first set out for your walk.

Once you and your dog are out in the parkland they can be off the lead as much as you like provided they are under your control. They **must not** chase any livestock or wildlife, we sometimes have ewes and lambs grazing. You should follow the Countryside Code when walking. Please keep your dog under close control at all times for their own safety as well as for the benefit of other dog owners and livestock. There are many dog walks in the surrounding area.

Poop scooping! When taking your dog for a walk please pick up after them including in our garden and parkland as the grounds are open to all guests. We provide free poop bags and a dedicated poop bin in the outhouse so please use them.

When you bring a muddy dog back from a walk please clean them off using the outside taps and the dog towel provided.

Your dog must not be left alone with free run of the property. If you have a puppy please take extra care. We provide a guide of dog friendly pubs and restaurants and places to visit so that your dog can remain with you. The courtyard garden in both Grosvenor or Harewood is fully enclosed so you can relax outside with your dog.