



## SANDON MANOR

### SANDON MANOR TERMS AND CONDITIONS – ACCOMMODATION

Please read the following important terms and conditions before you proceed with your booking to check that they contain everything which you want and nothing that you are not willing to agree to. Please refer to our cancellation clause 8, which includes details in relation to Covid-19 and any mutation or ongoing issues arising as a result of the virus.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means Sandon Bury Farm Limited; and
- 'You' or 'your' means the person making a booking with us.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- email [info@sandonmanor.com](mailto:info@sandonmanor.com) (emails will be responded to between the hours of 9am – 5pm Monday to Saturday); or
- if you could like to speak to us, please leave your contact number in your email and we will call you back.

#### *Who are we?*

We are Sandon Bury Farm Limited, a company registered in England and Wales under company number: 0811252, trading as Sandon Manor.

Our registered office is at: Sandon Bury, Sandon, Nr. Buntingford, Herts, SG9 0QY.

Our VAT number is: 283792027.

## **1 Introduction**

- 1.1 If you proceed to make your booking with us, you agree to be legally bound by this contract.
- 1.2 When making your booking you also agree to be legally bound by extra terms which may add to, or replace some of, this contract. This may happen for any changes to the relevant legislation relating to your booking, such as any changes to health and safety legislation. We will contact you to let you know if we intend to do this by giving you two weeks' notice. These terms shall form part of this contract as though set out in full here.
- 1.3 Please bear in mind that much of our properties' character and charm is due to their age and they are at the heart of a historic and active rural estate. Sandon Bury Farm is a working farm with associated farm activities and so please ensure you keep a safe distance from any farming activities taking place. If you have any concerns, please talk to us at the time of making your booking. Also, please remember that should traditional property features (steep stairs or low beams, for example) be a problem for any member of your party, you must consider and mention this prior to booking.

## **2 Your privacy and personal information**

- 2.1 Our **Privacy Policy** is available on request and is available online at [www.sandonmanor.com](http://www.sandonmanor.com)
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **3 Booking with us**

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 When you make your booking by completion of our booking form or by speaking with us, we will acknowledge your request during the telephone call or by a further follow up call or email. Alternatively, if you are making a booking via our website then this acknowledgement will be sent to you by email to the address provided. This acknowledgement does not, however, mean that your booking has been accepted.
- 3.3 We may contact you to say that we do not accept your booking. If we do this, we will try to tell you promptly why we do not accept your booking. This is typically for the following reasons:
  - 3.3.1 the date was shown as available in error;
  - 3.3.2 we cannot authorise your payment;

- 3.3.3 if you are under the age of 18 years of age;
  - 3.3.4 your booking request exceeds our capacity or relates to certain group bookings that we do not permit; or
  - 3.3.5 there has been a mistake on the pricing or description of the services.
- 3.4 We require a non-refundable deposit of 25% of the total booking cost to be paid at the same time as your booking request.
- 3.5 We will only accept your booking when we confirm this to you in writing or we will send you an email to confirm this (**Booking Confirmation Email**). At this point:
- 3.5.1 a legally binding contract will be in place between you and us; and
  - 3.5.2 your booking will finalised.

#### **4 Charges and payment**

- 4.1 Details of the total charge for the booking and the deposit paid will be set out in the Booking Confirmation Email.
- 4.2 Your card details will be kept on file securely for balance payments, optional extras and the security deposit pre-authorisation relating to your booking.
- 4.3 The balance due for the booking is due 35 days before your arrival date. [We will send a reminder when this is due for payment.] Should you fail to pay by the due date your booking will be cancelled, and you may be charged a cancellation administration fee of £100.00. If your booking is made within 35 days prior to the arrival date the full balance is due immediately in order to secure the booking.
- 4.4 We also require payment of a Security (Damages) Deposit of £1,000.00. The Security Deposit is a pre-authorised amount on your credit card which will be held on your behalf. The pre-authorisation will not show as a transaction on your statement as the amount is simply held but please be aware that it may affect your available balance. The pre-authorisation will be released in full within 14 days of departure provided that the property has been left in a clean and tidy order, that there have been no damages or breakages during your stay and provided that you have complied in full with the provisions of these Terms and Conditions, in particular clause 5. We will try to release the Security Deposit as soon as possible after your departure. In the event that the cost of the damage exceeds the amount of the Security (Damages) Deposit that has been paid, you shall pay the excess to us within 14 days of the date of our notifying you.
- 4.5 In the event that you fail to make a Security Deposit then your booking will be cancelled, and you will be charged a cancellation charge on the same basis as set out in clause 8.
- 4.6 The price of the booking does not include the following, which is not an exhaustive list:

- (a) any activities that are offered at the property by us or a third party;
- (b) food or drink;
- (c) any additional items identified on our website for the property;
- (d) anything that is not set out as included in your Booking Confirmation Email.

## 5 Guest Obligations

### Arrival, Checking In and Departure

- 5.1 Only the persons as detailed in the booking are permitted to occupy the property. Under no circumstances is any other person to be admitted without our prior written consent.
- 5.2 You must not arrive prior to your check-in time of 16:00 as we will be preparing the property for your arrival and this will include our cleaners taking steps to disinfect the property.
- 5.3 You must depart the property no later than 10:00 on your date of departure as stated in your booking.
- 5.4 In the event of any issues at the property you must report this immediately in accordance with clause 5.16.
- 5.5 Prior to departure, please make sure that the property is clean and tidy. Please also strip all linen from the beds apart from mattress and pillow protectors and leave dirty laundry in a pile. Tea towels may be left in the kitchen. This is to minimise the handling of linen. If the property is not clean and tidy on departure then you may be charged with our additional cleaning charges.
- 5.6 Please clear the fridge and property of all food and drink and load the dishwasher with cutlery and crockery that has been used prior to departure.

### Conditions of Stay

- 5.7 You will be responsible for any losses or damages to the property however caused (reasonable wear and tear excluded) and are responsible for all occupants of the property for the duration of your stay. Losses or damages should be reported to us as soon as possible.
- 5.8 We have provided you with details of the conditions of your stay, including but not limited to the following:
  - 5.8.1 maximum number of occupants for the property and a requirement that you advise us prior to arrival of the number of persons in your party and provide full name(s) and contact details of the lead booker(s). In no circumstances are you permitted to allow more than the maximum number of person on the property and we may refuse admittance if this is breached. You will not be entitled to a refund should you fail to provide these details and you be refused admittance;

- 5.8.2 that any health and mobility difficulties of any of your party must be advised at the booking stage. We will not be liable for any loss that you or a member of your party suffers if we are not advised of this in advance;
  - 5.8.3 that we do not accept bookings for hen and stag parties. If you are in breach of this clause, you will be asked to leave with no refund payable to you;
  - 5.8.4 no music is to be played outdoors at any time;
  - 5.8.5 no candles, fireworks or sky lanterns are permitted;
  - 5.8.6 no confetti or glitter may be used at the property;
  - 5.8.7 that smoking or use of e-cigarettes is not permitted other than in designated areas;
  - 5.8.8 you may not swim or paddle in any water ways or ponds on the estate;
  - 5.8.9 that you may be asked to leave should we be notified of any disturbance at the property or any undertaking in illegal activities;
  - 5.8.10 you must familiarise yourself with the fire procedures on arrival and must silence the alarm if set off by mistake. In the event of an alarm that has been mistakenly set off, you will be charged for the fire service call-out fee if you fail to cancel the alarm in accordance with the guidance we have provided.
- 5.9 Tents, caravans or any similar structure are not permitted to be pitched at the property.
- 5.10 One well behaved dog is welcome at Sandon Manor but dogs are not permitted in the Dovecote. There is a charge of £100 per stay per dog. Dogs are not permitted upstairs or on the furniture and are permitted on the basis that all flea and worming treatments are up to date. Please ensure that dogs are not left unattended at any time, that they are kept on leads in the grounds and under control. Please dispose of all dog waste prior to your departure. You will be liable for any costs associated with any failure to comply with this provision; carpet and upholstery cleaning £150 per stain. If any damage occurs this will be assessed separately.
- 5.11 You shall allow us or our agents access to the property without notice in the event of an emergency or should we believe that you are in breach of these terms or in any other case on being given reasonable notice.
- 5.12 If you or any occupant of the Property tests positive for Covid-19, shows any symptoms of Covid-19, has been in contact with anyone diagnosed or showing symptoms at any time prior to or during your stay, or should any of your party be required to self-isolate in accordance with government guidance in place from time to time, you must notify us immediately. If prior to your date of arrival you must not

travel to the property. You must also follow our guidance that we will update in line with Government guidance.

- 5.13 **In the event that a member of your party tests positive for Covid-19, you should return home if you reasonably can. If you cannot travel or arrange transport, please be aware that you must comply with your legal obligations and if that includes a requirement to self-isolate at the Property, you will be liable for additional costs if your stay is extended and for our loss should we have to cancel future bookings. You must also adhere to any safety measures that we will take.**
- 5.14 Please bring your own hand sanitiser and hand wash and follow current guidelines in relation to the wearing of masks and recommended precautions, such as washing your hands thoroughly.
- 5.15 We recommend that you have insurance cover to cover cancellation, curtailment and loss of baggage, personal effects and money for your booking. We will not be responsible for any loss that you suffer in those circumstances.
- 5.16 You must advise us of any proposed third-party provider that you would like to arrange to provide services at the property. We reserve the right not to allow third parties on the property unless we are satisfied that they are suitably insured and agree to be bound by our health and safety requirements.
- 5.17 We may offer activities at the Property that are provided by third parties. We will assist to arrange these on your behalf but you shall be liable under their terms and conditions at all times.
- 5.18 We may in some instances arrange for a third party to provide services to you at the property. We will make the arrangements for this but you shall be at all times subject to their own terms and conditions and cancellation policy.
- 5.19 Failure to adhere to any of the rules in this clause 5 may result in us rejecting any future booking for you.

## **6 Breakdown and complaints**

- 6.1 In the event that there are any issues, defects or problems with the property then please inform us as soon as reasonably possible to provide us with a reasonable opportunity to repair or fix any defect or to discuss the problem with you.
- 6.2 We will use every effort to try and resolve the problem for you or to make some alternative arrangement within [24 hours] from receipt of notification from you of the issue where the defect may affect your essential use of the property and within [48 hours] from receipt of your notice in all other circumstances.
- 6.3 In no circumstances will any complaint be accepted if it is brought to our attention after your stay has ended.
- 6.4 If your complaint relates to cleanliness, these will only be considered if they are raised within the first 24 hours of arrival.

## **7 Changes to your booking**

- 7.1 We reserve the right to make changes to your booking. We will always endeavour to try to fulfil your booking request but there are circumstances that may mean that we cannot avoid the need to do so. We will contact you by phone in the case of a significant change or cancellation and if only a minor change will do so by email or post as soon as reasonably practical. If you do not wish to accept the proposed variation, you will be entitled to a refund of monies paid to date.
- 7.2 We reserve the right specifically in relation to the Covid 19 (or any mutation of it) and any recommendations from government or any health organisation related directly or indirectly to Covid 19 to modify your booking in line with Government advice and subject to our own assessment of what is reasonable for the health and safety of us, our agents, caretakers and cleaners. In particular we may need to change your arrival or leaving date so as to ensure a sufficient period between bookings to undertake a deep clean and also to leave the property empty for a period time. We will advise you of any changes that we need to make as soon as possible.

## **8 Your right to cancel**

- 8.1 We recommend that you take out appropriate Cancellation Insurance Policy to protect your booking. Please note that there may be restrictions in your insurance policy to prevent you claiming for any reason relating to the Covid-19 pandemic and any mutation of or illness associated with the virus. This may mean that you will be liable for the full amount of your booking even should you be unable to travel or undertake the whole or any part of your stay.
- 8.2 You may cancel your booking at any time but will be subject to our cancellation charges as set out in this clause. Once you have paid your deposit the full balance of your booking becomes due 35 days prior to your arrival date.
- 8.3 If you cancel more than 35 days prior to the arrival, the deposit shall be retained as a genuine pre-estimate of the loss that we have suffered as a result of the cancellation. If you cancel less than 35 days

before your arrival date, the cancellation charge shall be calculated in accordance with clause 8.4 below.

- 8.4 In the event that you wish to cancel, we will use all reasonable endeavours to rebook the property. In the event that we are able to do so we will refund to you the total amount that we have recovered. Please note that if we are unable to re-book the property then all sums due from you remain payable on the due date as specified in the Booking Confirmation Email. In the event that we are able to rebook the property at a lower rate, you shall remain liable to pay the balance between the full balance due in your Booking Confirmation Email and the amount that we were able to rebook the property for.
- 8.5 To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email) using the contact details at the top of this contract. You may use the attached model cancellation form, but it is not obligatory.

## **9 Events outside of our control**

- 9.1 Upon the occurrence of an event beyond our reasonable control which prevents or delays performance of our obligations under this contract, our obligations to you may be cancelled or delayed. Our inability to proceed and/or any delay shall not be treated as a breach of these terms and conditions and we shall not be liable to pay any compensation, expenses or costs (such as travel or replacement accommodation costs).
- 9.2 If the cancellation occurs as a result of a national or regional lockdown or any other government imposed restriction, we may offer to move your booking to a future date and all monies paid as at that date will be applied to your new booking date. Please note that the price of the future date may vary due to the new booking being at peak times and if accepted by you, you agree to pay the additional sum.
- 9.3 We cannot take responsibility for the actions of third parties, including any disturbances, works or other issues from neighbouring properties. We will not be liable for any impact that this may have on your stay.

## **10 Problems with your booking and disputes**

- 10.1 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 10.2 Please contact us using the contact details at the top of this contract if you have any issues. We will try to resolve any disputes with you quickly and efficiently.
- 10.3 If you are unhappy with:
- 10.3.1 the booking;
  - 10.3.2 our service to you generally; or

10.3.3 any other matter,

please contact us as soon as possible.

10.4 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

10.4.1 let you know that we cannot settle the dispute with you; and

10.4.2 give you certain information required by law about our alternative dispute resolution provider which may have in place from time to time.

10.5 If you want to take court proceedings, the courts England and Wales will have exclusive jurisdiction in relation to this contract.

10.6 The laws of England and Wales will apply to this contract.

## **11 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **12 Limit on our responsibility to you**

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) were not caused by any breach on our part;
- (c) arise as a result of your use of our accommodation and amenities;

12.1.2 business losses;

12.1.3 losses to non-consumers;

12.1.4 for any liability that exceeds the amount of your booking;

12.1.5 any damage to, or theft from or of, any vehicles parked at the property;

12.1.6 for any services that you use during your stay that are provided by a third party, even if we have assisted to arrange this for you;

12.1.7 loss of your own property or possessions.

**13 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract

Please see separate Terms and Conditions for residents' activities and weddings at Sandon Manor.

Signed by ..... for and on behalf of SANDON BURY FARM LIMITED	..... Authorised signatory
Signed by ..... (PRINT NAME OF GUEST)	..... signature of guest

## APPENDIX 1 MODEL CANCELLATION FORM

---

### Model cancellation form

To Sandon Bury Farm Limited:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] booking

Booking placed on [\*], for the dates [\*] – [\*].

Name of guest(s),

Address of guest(s),

Signature of guest(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate