



## SANDON MANOR TERMS AND CONDITIONS

### ACCOMMODATION AND RESIDENTS ACTIVITIES

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 clauses 9 and 10, 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 Friday); or
- if you would 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 have received your deposit, completed booking form and confirmation of booking from the Office of the Registrar. We will 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. All sums stated are exclusive of VAT.
  - 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 £1000. 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 clauses 9 and 10.
  - 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 Resident Activity Terms

- 5.1 We offer resident activities such as corporate days, use of spa facilities, wildlife tours, dining experiences, bonfire experience (with guests cooking on the fire) , art classes on the estate, wellness/pamper experience (e.g. pilates, massage), flower arranging and foraging for wreaths, cake decorating, picnic with hamper provided, and intimate weddings for a maximum number of 18 guests (including the bride and groom) on the basis that the activity is booked with accommodation and all guests must stay on site.
- 5.2 We do not provide a premises licence for these activities and so no alcohol will be available for sale by us. There must not be any music in the grounds but quiet background music may be played in the house during an activity – as a rule of thumb this must be at such a volume that a conversation can be held over it – the sort of ambient music you might expect in a restaurant.
- 5.3 During an Intimate Wedding, you must always abide by the requirements of the Registrars or Celebrant and our availability is subject to the attendance of the registration officers or celebrant and we will not be liable as a result of any failure or loss incurred as a result of their actions or omissions.
- 5.4 For an Intimate Wedding, we will require confirmation of your booking with the Registrar or Celebrant before we will confirm your booking of the property. We are permitted to hold ceremonies in Sandon Manor Hall, Sitting Room or Drawing Room.
- 5.5 We may provide you with a list of our preferred suppliers but arrangements between them and you will be separate from our contract with you and you will be liable for their charges. We do not take responsibility for any part of the services that they provide.
- 5.6 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.
- 5.7 Receptions can be held in Sandon Manor garden until 18:00 only, after which all guests must move indoors.
- 5.8 No structures may be erected without our prior written permission.
- 5.9 You are responsible for the actions of both your party and all third parties and must ensure that they abide at all times with the following requirements:
  - 5.9.1 all arrangements for access to the property must be agreed with us in advance so as not to interfere with our other guests and neighbours and access may be denied if deliveries or collections are arranged outside of the times stated below;

- 5.9.2 deliveries are only permitted between the hours of 08:00 to 20:00 Monday to Friday and 08:00 to 18:00 on Saturdays. No deliveries or collections are permitted on a Sunday;
- 5.9.3 DJs or live bands are not permitted in the accommodation or gardens and any music played inside a property must not be audible from neighbouring properties;
- 5.9.4 stiletto heels are not permitted within the Manor house;
- 5.9.5 dried flower confetti only is permitted within the grounds of the Sandon Manor. A cleaning fee will be incurred if paper or metallic confetti is used.
- 5.9.6 All props brought on to site must be pre-approved and in line with current fire regulations;
- 5.10 You will be liable for the actions of your guests and third-party agents, suppliers or contractors and shall pay to us on demand the amount required to make good any damage and any loss of business caused as a result.
- 5.11 If your wedding or event is to be catered, you will only be permitted to use one of our suggested caterers and will be subject to their own terms and conditions. We will not permit any other caterers on site.
- 5.12 Any abusive or unreasonable behaviour will not be tolerated and any persons acting in such manner may be asked to leave the property immediately, including any persons staying in the accommodation.
- 5.13 Anyone using Spa facilities does so at their own risk and are responsible for their children and pets. The estate provides no lifeguards or lifeguard cover. The spa facilities should be enjoyed quietly and specifically no diving, jumping or bombing is allowed.
- 5.14 Access to the spa area is restricted to the daytime hours as specified.
- 5.15 Ensure no contaminants ie bubble bath, oils, lotions, creams, alcohol to be placed in the hot tub water.
- 5.16 Towels for the spa facilities are not provided. Guests must bring and use their own towels. Sandon Manor towels are prohibited outside and a charge will be made for mis-use.
- 5.17 Hot Tub Covers must be replaced when not in use.

## 6 Guest Obligations – Accommodation

### Arrival, Checking In and Departure

- 6.1 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.
- 6.2 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.
- 6.3 You must depart the property no later than 10:00 on your date of departure as stated in your booking, unless this is otherwise agreed in writing.
- 6.4 In the event of any issues at the property you must report this immediately.
- 6.5 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.
- 6.6 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

- 6.7 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.
- 6.8 We have provided you with details of the conditions of your stay, including but not limited to the following:
  - 6.8.1 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 persons in each 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;
  - 6.8.2 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;
  - 6.8.3 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 ;
  - 6.8.4 no music is to be played outdoors at any time;
  - 6.8.5 no candles, fireworks or sky lanterns are permitted;
  - 6.8.6 no confetti or glitter may be used at the property;

- 6.8.7 that smoking or use of e-cigarettes is not permitted other than in designated areas;
- 6.8.8 you may not swim or paddle in any water ways or ponds on the estate;
- 6.8.9 that you may be asked to leave should we be notified of any disturbance at the property or any undertaking in illegal activities;
- 6.8.10 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.
- 6.9 Tents, caravans or any similar structure are not permitted to be pitched at the property.
- 6.10 One well behaved dog is welcome at The Dovecote, Annex, Wheat Apartment and Barley Apartment but dogs are not permitted in the Manor House or Grain Barn. There is a charge 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 is charged per stain. If any damage occurs this will be assessed separately. OR No dogs are permitted at Sandon Manor or the Dovecote.
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 Failure to adhere to any of the rules in this clause 6 may result in us rejecting any future booking for you.

## **7 Breakdown and complaints**

- 7.1 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.
- 7.2 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.
- 7.3 In no circumstances will any complaint be accepted if it is brought to our attention after your stay has ended.
- 7.4 If your complaint relates to cleanliness, these will only be considered if they are raised within the first 24 hours of arrival.

## **8 Changes to your booking**

- 8.1 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 if reasonably possible 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. We will have no further liability to you should we need to make any change.
- 8.2 If you request a change to your booking, this shall only take effect when we have confirmed this in writing with you.
- 8.3 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.

## **9 Your right to cancel – Accommodation and Intimate Weddings**

- 9.1 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.
- 9.2 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.

- 9.3 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 9.4 below.
- 9.4 In the event that you wish to cancel, we will use all reasonable endeavours to rebook the Property and the Intimate Wedding. 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.
- 9.5 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.

## 10 Your right to cancel – Activities

### 10.1 If you cancel

If you have booked an activity that we are arranging for you and you cancel with less than 35 days' notice, then we expect you to pay the cost of that activity. If you need to rearrange, you should provide at least 14 days' notice. No refunds for unused activities will be given unless at least 14 days' notice has been given.

### 10.2 If we cancel

On occasion, we may have to cancel a scheduled activity. This may occur, for example, if a third party supplier is unavailable. If we have to cancel a scheduled activity, we may offer you another session without further charge to you or offer you a refund of the fee for that activity.

## **11 Events outside of our control**

- 11.1 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). We also reserve the right to recover our own costs incurred as a result of the cancellation prior to refunding you.
- 11.2 If the cancellation occurs as a result of a national or regional lockdown, 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.
- 11.3 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.

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

- 12.1 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.
- 12.2 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.
- 12.3 If you are unhappy with:
  - 12.3.1 the booking;
  - 12.3.2 our service to you generally; or
  - 12.3.3 any other matter,please contact us as soon as possible.
- 12.4 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
  - 12.4.1 let you know that we cannot settle the dispute with you; and
  - 12.4.2 give you certain information required by law about our alternative dispute resolution provider which may have in place from time to time.
- 12.5 If you want to take court proceedings, the courts England and Wales will have exclusive jurisdiction in relation to this contract.
- 12.6 The laws of England and Wales will apply to this contract.

**13 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.

**14 Limit on our responsibility to you**

14.1 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:

14.1.1 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) are caused by a third party providing services under this contract; or
- (d) events which we could not have foreseen or forestalled even if we had taken all reasonable care.
- (e) as a result of your use of our accommodation and amenities;

14.1.2 business losses;

14.1.3 losses to non-consumers;

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

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

14.1.6 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;

14.1.7 loss of your own property or possessions.

**15 Third party rights**

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

For bookings made by paper and by telephone

|   |                               |
|---|-------------------------------|
| Signed by ..... for and on behalf of SANDON BURY FARM LIMITED | .....<br>Authorised signatory |
| Signed by ..... (PRINT NAME OF GUEST)                         | .....                         |

|  |                    |
|--|--------------------|
|  | signature of guest |
|--|--------------------|

**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