

# Terms and Conditions of Booking

The only thing we prioritise above you having fun on your stay, is your wellbeing and that of our other guests. Please read and confirm you accept the Terms below as a condition of your booking.

## Definitions:

|                          |                                                                    |
|--------------------------|--------------------------------------------------------------------|
| <b>Company:</b>          | Marrington Escapes Limited                                         |
| <b>Property:</b>         | Any property or properties that are subject of a confirmed booking |
| <b>You/Your:</b>         | The individual or individuals making the booking for the Property  |
| <b>Deposit:</b>          | 50% of the total cost of Your booking                              |
| <b>Security Deposit:</b> | £500 (except Marrington Hall which is £1000)                       |
| <b>Estate:</b>           | Marrington Estate                                                  |

## 1. Contract

- 1.1 A contract between You and the Company will come into existence on the later of the date on which payment of the Deposit is received or, a booking confirmation is issued showing the confirmed holiday dates. The contract binds You and it is Your responsibility to ensure that all members of Your party understand, accept and abide by the terms of the contract set out in these terms and conditions of booking. The contract is governed by English law and jurisdiction and is a licence for the hire of the Property for holiday purposes only. No security of tenure is created by this contract.
- 1.2 Every care has been taken to provide a true and accurate description of the Property on our website, in marketing and in email communications, however, over time, alterations may be made, and some things do change. Bookings are confirmed on the basis that no refunds will be made for such discrepancies.
- 1.3 Bookings cannot be accepted from individuals under twenty-one years of age.

## 2. Payment

- 2.1 The Deposit is non-refundable and is payable at the time of booking. Please see paragraph 3 below (**Cancellation Policy**) for potential exemptions to this.
- 2.2 Unless paid at the time of booking, the balance of the holiday cost is due for payment six weeks before the start of Your holiday.

- 2.3 We will send You a reminder to the email or postal address You have provided at the time of booking but payment is due whether or not this is received. The balance should be paid within 3 days of issue of this reminder. We reserve the right to cancel a booking where payment has not been made within 7 days of issue of notification of the balance being due. If the booking is made within six weeks of the holiday start date, then payment will be due in full at the time of booking.

### **3. Cancellation and Refund Policy**

- 3.1 Full refund for cancellations up to 30 days before check-in. If booked fewer than 30 days before check-in, full refund for cancellations made within 48 hours of booking and at least 14 days before check-in. After that, 50% refund up to 7 days before check-in. There will be no refund after that.
- 3.2 We strongly advise that You take out comprehensive travel insurance to cover cancellations. If You choose not to, then You accept responsibility for any loss that You may incur due to cancellation.
- 3.3 The Company reserves the right to refuse a booking without giving any reason. The Company does not accept bookings from hen or stag parties and the contract may be terminated without notice or refund should it become apparent that this is the purpose of Your visit.
- 3.4 The Company reserves the right to cancel any booking if it is considered that
- 3.4.1 there is a significant danger posed to guests
  - 3.4.2 the Property is damaged
  - 3.4.3 access to the Property is impeded
- 3.5 Any liability arising from the cancellation of Your holiday by the Company, for whatever reason, is strictly limited to the total sum You have paid to us, and no other payment or compensation will be payable. Notification will be given of the cancellation as soon as possible.

### **4. Security Deposit**

- 4.1 The Company reserves the right to require payment of the Security Deposit in case of any additional charges incurred (e.g. cleaning or replacement keys), loss of or damage to contents or damage to the Property above normal wear and tear.
- 4.2 If the Security Deposit is payable, it will be charged at the time of booking.

- 4.3 Each Property is inspected on departure and the Company aims to refund Security Deposits less any deductions within seven working days of departure. It can take longer if deductions are involved for repairs or replacements. Security Deposit refunds are made by bank transfer unless otherwise agreed.

## 5. Breakages and Damages

- 5.1 You are legally bound to reimburse the Company on demand for replacement, repair or extra cleaning costs incurred as a direct result of the use of the Property by You. Reasonable charges can be incurred for, but not limited to, cleaning or replacement of floor coverings, furnishings, equipment, keys, towels or bedding soiled beyond normal wear. We do not however charge for modest accidental breakages e.g. a glass, a plate etc.
- 5.2 The Company reserves the right to refuse further bookings as a result of previous damage.
- 5.3 If You notice something is missing, leaking, faulty or damaged in Your accommodation, please notify the Company immediately so that the Company or its representatives can take the appropriate action. You may be held responsible for damage which is not reported by 10am on the day following Your arrival.
- 5.4 If You do not return Your keys at the end of the letting period, then the cost of replacing the locks at the Property and the production of new keys will be charged to You.

## 6. Care and use of the Property and Estate

Bookings are confirmed on the basis that:

- 6.1 You shall take all reasonable and proper care of the Property and any furniture, pictures, fittings and effects situated in or on the Property and leave them in the same state of repair and condition at the end of the letting period as at the beginning.
- 6.2 You shall abide by all reasonable instructions regarding the use of the Property and its fixtures and fittings as notified by the Company.
- 6.3 You accept that the Company or its representatives reserve the right to enter the Property, on 2 hours written or verbal notice, to undertake essential maintenance or for inspection purposes. In the case of emergency, no notice will be given prior to entry and no compensation given for any inconvenience caused.

- 6.4 You ensure doors are locked and windows are closed if You leave the Property unoccupied. The Company accepts no responsibility for personal possessions left at the Property.
- 6.5 You shall take care not to leave personal possessions in the Property on departure. We will make every effort to return high value items provided that the You notify the Company within 24 hours of departure. The Company accepts no responsibility for personal possessions left in the Property following departure. A reasonable charge will apply for the return of lost property.
- 6.6 You agree that vaping or smoking anywhere inside the Property will result in immediate termination of occupancy and forfeiture of all payments. Reasonable charges will be incurred for cleaning.
- 6.7 You agree that use of real candles inside the Property or on the Estate is prohibited unless they have been provided by the Company – i.e. night lights in holders provided in dining room.
- 6.8 You agree that use of fireworks inside and outside the Property or on the Estate is prohibited.
- 6.9 You agree that use of deep fat fryers inside the Property is prohibited.
- 6.10 You must behave in a considerate and safe manner to individuals and animals onsite. You agree to respect fellow guests and keep noise, including amplified music in and outside the Property, to a minimum after 10.00 p.m.
- 6.11 You and all members of Your party keep to permitted rights of way and do not to trespass on any land within the Estate marked as “Private” or “No Entry” as there may be unseen dangers. Prohibited areas on the Estate may be protected by electric fencing to safeguard wildlife and our visitors.
- 6.12 You agree to abide by any Estate regulation issued from time to time and to comply with the Countryside Code including, but not limited to the following:
- Leave gates as You find them, closing a gate if found closed
  - Keep to public footpaths
  - Do not walk across crops
  - Leave no litter or trace on the land
- 6.13 Use of the Property, grounds of the Estate and facilities are restricted solely to guests and for personal and domestic purposes only. The Company reserves the right to refuse or revoke, without refund, any booking or terminate Your occupancy if the number of persons occupying a property exceeds the maximum number of people as stated for Your Property.
- 6.14 Any fire pits/ BBQs or fire bowls must be kept within the designated areas, at a minimum of 2 metres

from accommodation. Only wood supplied by the Company may be used. The use of fireworks, fire lanterns or bonfires are strictly prohibited.

- 6.15 All facilities, leisure areas and grounds are unsupervised and unattended. Marrington is a rural country estate with naturally occurring hazards, Your enjoyment of all facilities is entirely at Your own risk and children and pets must be supervised at all times.
- 6.16 In the interests of keeping our staff and guests safe, as well as monitoring wildlife, we operate CCTV on the estate. Please be aware that our houses and gardens do not have any CCTV surveillance. We prioritise the privacy and security of our residents and do not engage in the use of surveillance cameras to monitor or record any activities within our properties.

## 7. Pets

For more information, please read our **Canine Code of Conduct**

- 7.1 No pets other than dogs are permitted unless by prior arrangement. **We charge a standard fee of £50 per stay applies for up to 2 dogs. Each additional dog incurs a £25 charge.** This is applied after your booking is made.
- 7.2 The number of dogs is limited by the size of the Property as follows:
- Sleeping up to 2 – Maximum 2 dogs
  - Sleeping more than 2 – Maximum 3 dogs
- 7.3 The Company does not guarantee that gardens are fully secure for dogs.
- 7.4 Registered guide and hearing dogs belonging to guests with visual and hearing impairments are welcomed in all Properties without charge.
- 7.5 The Company does not guarantee that there have been no dogs or other animals previously kept at the Property, and does not accept any liability for any allergic reactions which may occur as a result of such animals having been present.

## 8. Period of Hire

The letting period commences from 5pm on the day of arrival and terminates at 10am on the day of departure.

## 9. Complaints

9.1 Every effort is 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 opportunity to resolve it.

9.2 A complaint can be made via email at any time to [stay@marringtonescapes.com](mailto:stay@marringtonescapes.com) Should a complaint be made over the telephone, the Company may request a copy in writing.

## 10. Hot tubs

To ensure the safe and enjoyable use of the hot tubs we request that You read and adhere to the **Hot Tubs Safety Guidance**

## 11. Covid-19

Our properties are meticulously cleaned in compliance with the current government guidelines.

## 12. Liability

12.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract. Nothing in the contract excludes or limits the liability of the Company for death or personal injury caused by the Company or any individual with the consent of the Company

12.2 By entering into the contract, You acknowledge that all facilities including, but not limited to, the wild swimming spots and hot tubs are unsupervised and unfenced (in some instances) and that any activities entered into on the grounds of the Estate are done so at Your own risk.

12.3 Any recommendations, activities or services are made by way of providing information and without any liability on the part of the Company.

12.4 Guests are responsible for the safety and security of individuals in their party their children and pets at all times.

## 13. Declaration

13.1 By staying at Marrington Escapes, You confirm that You have read the Terms & Conditions of bookings and agree to abide by the conditions.

If You breach the regulations, we may terminate Your occupancy and require that You leave the Estate immediately. We reserve the right to make reasonable amendments or additions to these Terms and Conditions without notice.