



CASTLE HOWARD

TERMS AND CONDITIONS OF HIRE OF CASTLE HOWARD ESTATE HOLIDAY COTTAGES

CONTRACT: The contract for a short term holiday rental shall be made between Castle Howard Estate Ltd, referred to as 'the Owner', and the client, and will be entered into when Castle Howard Estate Ltd issues a letter of confirmation form, subject to all the following booking conditions.

When submitting a booking via the Owner's online reservation system an automatically generated booking summary will be sent by email to the email address provided in the booking form. This does not form a contract. A contract shall only arise when the booking is subsequently confirmed in writing via a letter of confirmation sent by post or email.

1. RESERVATIONS: These will only be accepted on receipt of a completed booking form and payment of one third of the total cost of the booking if more than 8 weeks before the start of the rental.

You may make a booking by booking online at castlehoward.co.uk

For short breaks or bookings made within 8 weeks of the rental, the full amount is payable on booking.

Non-payment of the balance of the rent on or before the due date shall be construed as a cancellation of the contract by the Client and the Owners shall not incur any liability to the client in respect of any loss or damage following such cancellation. The deposit paid will not be refundable.

2. Where applicable, the date on which the final balance is required will be sent out with the acknowledgement of reservation.

3. Should the owners be unable to reserve any of the accommodation requested then the deposit would be returned in full. In the extremely unlikely event of the owners cancellation of the booking, the owners liability will be limited to the immediate return in full of all monies paid. Should the owners have to alter a booking then the owners liability shall be limited to the offer of alternative accommodation of similar type and value or return of the deposit/monies paid.

4. MINORS: No bookings can be accepted by those under 18 years of age. All male / female parties to be either family parties or over 40 years.

5. VAT: VAT at the current rate, is included in the rental fee where applicable.

6. USE OF THE PROPERTY: Under no circumstances can the booking period be exceeded or the total number of persons exceed the number stated in the brochure for each cottage, unless written permission is obtained from the owners. The selected property will be used for personal and domestic purposes only and shall not be used for any commercial purposes. The selected property will not be used for any activity or in such a way as to cause a nuisance or annoyance to neighbours of the selected property.

7. CARE OF THE PROPERTY: The client shall take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the property and leave them in the same state of repair and condition and in the same clean and tidy condition at the end of the rental period as at the beginning of the rental. Castle Howard Estate Ltd reserve the right to charge the client for any breakages, damage or extra

cleaning required of the property found on or after departure. We reserve the right to take a cautionary deposit of £250 booked against breakages/additional cleaning charges or other items.

8. CANCELLATION: In the event of a cancellation, please notify us immediately either by email or by telephone, followed by confirmation in writing by first class post or email. To avoid misunderstandings with our guests, we wish to remind you that a reservation constitutes a legal contract. If you have to cancel, for whatever reason you will lose your deposit and be obliged to pay the balance, unless the property is re-let. We strongly advise you have some form of holiday insurance to protect your position in the event that you are compelled to cancel your holiday. It is amazing how many people end up being forced to cancel annually. Please protect your position with some form of cover.

9. CANCELLATION INSURANCE: In view of the above, Castle Howard Estate Ltd strongly recommends that Clients take out insurance cover to protect against the cancellation penalty.

10. PERIOD OF HIRE: The normal periods of hire are;
7 day period of hire- Friday 4.00pm to the following Friday 10.00am or
3 day period of hire - From Friday 4.00pm to Monday 10.00am or
4 day period of hire - From Monday 4.00 pm to Friday 10.00am

The Client must arrive not earlier than 4.00 pm on the start date of the holiday and leave not later than 10am on the final day. If Clients do not arrive by 12 noon on the day following commencement of booking and the owners have not received notification, the owners shall be entitled to re-let forthwith. If the property is not re-let the Client remains liable for the full hire charge.

11. PETS. Dogs (maximum of two) are welcome at our holiday cottages but please do not allow them in the bedrooms or on any of the furniture. There are lots of walks, footpaths and quiet lanes on the estate. When taking your dogs outside please comply with the countryside code and ensure that they do not disturb wildlife, farm animals, horses or other people by keeping them under effective control. No pets other than dogs are permitted.

12. Guests with allergies should be aware that the Owner does not accept any liability for any suffering which may occur as a result of such pets being present.

13. AMENITIES: Use of all amenities where offered is entirely at the clients risk and no responsibility can be accepted for loss or damage to clients belongings, cars or their contents.

14. BREACH OF CONTRACT / RIGHT OF ENTRY: If there shall be a breach of any of these conditions, the Owners reserve the right to re-enter the property and terminate the tenancy without prejudice to the other rights and remedies of the owners. The Owners shall be allowed the right to enter any property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

15. WARRANTIES /LIABILITIES: The Owners staff have no authority to vary the Terms and Conditions of trading and no telephone or other conversations, description or opinion, albeit in good faith, shall be held to alter the Owners printed matter.

16. COMPLAINTS: Should there be any cause for complaint during the occupation of the property it must be notified promptly to the Castle Howard Estate Office and in the case of serious problems, confirmed in writing.

17. ALTERATIONS TO BOOKINGS: Only in special circumstances can we accept alterations to bookings once confirmation of a booking has been issued. There will be an administration charge of £25.00 (incl. VAT) for any alteration made.

18. PAYMENT BY CREDIT CARD: If payment for a booking is made by credit card over the telephone, the client is deemed to have read all the Booking Conditions and agrees to be bound to them.

19. MISREPRESENTATION: Every care has been taken to ensure that the whole property, its amenities and each apartment have been described as accurately as possible in the advertising and publicity material and that all details have been supplied in good faith and are believed to be correct at the time of publication. We do however reserve the right to refuse or revoke at any time bookings from any party who may in our opinion and at our discretion, be unsuitable for the apartment concerned and admission may be refused to any or all members of parties where these conditions are not observed.

20. All incidental expenses must be paid in full either during your holiday or prior to departure.

21. SMOKING: We have a strict no smoking policy for all our cottages.

22 ACCIDENT, INJURY AND LOSS: Castle Howard Estate Ltd do not accept responsibility for any accident or injury sustained by the hirer or by any member of his / her party during the period of hire of the property nor for any loss or damage to any personal property brought to the property by visitors.

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