



## **BOOKING TERMS AND CONDITIONS**

This document outlines the terms and conditions that constitute a contract between Stainsborough Hall Ltd. and people and organisations making reservations with Stainsborough Hall Ltd.

In these terms and conditions “You” or “Your” means the person named on the booking as the lead guest. “We” or “Us” means Stainsborough Hall Ltd. (Company number 10664577), whose registered address is Stainsborough Hall, Stainsboro Lane, Hopton, Wirksworth, Matlock, Derbyshire, DE4 4PU, UK.

Please read these terms and conditions carefully before making a booking.

Your contract with us begins when we receive a payment from you to secure your booking, and it is reasonably assumed that you will have read and agreed to all terms and conditions when you make the initial payment.

The person making the booking must be one of the guests and this contract binds you and all the members of your party. It is your responsibility to ensure that members of your party accept the terms and conditions set out in this contract document.

Failure to disclose all relevant information or to comply with these terms and conditions may lead to termination of the contract and loss of the booking.

### **PAYMENTS**

Reservation fees comprise the following:

Accommodation fee

Non-refundable Booking fee - 5% of total cost of the booking.

VAT

A deposit of 25% of the total reservation price is payable at the time of booking. Bookings are not confirmed until payment is received.

The balance must be paid no later than 42 days prior to your arrival.

Bookings made less than 42 days prior to arrival must be accompanied by full payment.

## **ACCOMMODATION PRICING**

We reserve the right to regularly review and amend the prices we charge for our properties based on a range of factors at any time.

Once a reservation has been confirmed and the deposit payment has been made the price of your stay will not change.

All prices given include utilities, linen, towels, and cleaning before and after your stay.

All prices include VAT.

## **REFUNDABLE DAMAGE DEPOSIT**

A refundable damage deposit is required for all reservations.

The refundable damage deposit we take is as follows:

Derwent, Dovedale, Henmore, Lathkill and Summer cottages - £50.00 per cottage, per stay.

The Main House - £500 per stay.

The Damage Deposit is pre-authorized against the credit card used for making a reservation and released within seven days of check-out.

We do withhold the deposits, or a portion of the deposit, for reasons such as (but not limited to) the following:

Lost keys (we will have to change the locks if you lose a key).

Damage to the furniture and contents (mats have been provided throughout so please use them on the wooden furniture).

Lost towels

Excessively stained bedding and towels (for example wine stains, sickness, make up or fake tan)

Items are removed from the property (for example batteries from the remote control) which we charge per the replacement cost.

Excessively untidy properties that take longer to clean than we would normally take.

Non-declaration of chargeable extras - for example, undeclared dogs, day guests, etc.

Smoking indoors or leaving discarded cigarette butts

Failure to pick-up dog poo which then requires a member of staff to do it.

Where we have to withhold any damage deposit we will contact you within three working days of your departure. Proof will be provided for all claims in the form of photos, inventory check-lists or CCTV.

## **ADDITIONAL CHARGES**

Early check-ins and late check-outs are offered (subject to availability) for an additional cost of £50 per hour (in the cottages) and £100 per hour (in the Hall) up to a maximum of three hours early or late.

### *THE COTTAGES:*

Stays between 1 October and 31 March attract an additional winter fuel supplement of £25 per property. This is to cover the extra cost of heating during the colder months and the provision of one basket of logs, firelighters and kindling for use in the log burners.

The pet fee is £25 per pet per stay. Please note - pets are welcome in the cottages but are not permitted in the Main House/The Hall.

### *THE HALL:*

There is a £100 hot tub supplement for guests staying in the Main House/The Hall wanting to use the hot tub for all reservations made (but not taken) before August 7th 2021. Bookings made after this date include the hot tub. Hot tubs are not available to cottage guests.

## CANCELLATIONS AND REFUNDS

### *CANCELLATIONS BY YOU*

All cancellations must be immediately notified in writing (email or post)

The booking deposit - minus the 5% booking fee - will be returned to guests immediately when reservations are cancelled more than 42 days before arrival. The booking fee is withheld to cover the administrative costs incurred by us when cancelling a reservation. Refunds will be made within 14 days of the cancellation confirmation

Where reservations are cancelled 42 days or less before arrival - refunds (less the non-refundable 5% booking fee) will be made on a sliding scale, according to the property you are staying in and the likelihood of us being able to take a replacement booking:

#### **THE COTTAGES (Dovedale, Derwent, Henmore, Summer, Lathkill)**

Days before reservation	% refund of Total Cost (excluding 5% booking fee)
42 days to 28 days	75%
27 days to 14 days	50%
13 days to 0 days	0%

#### **THE Hall (aka the Main House)**

Days before reservation	% refund of Total Cost (excluding 5% booking fee)
42 days to 28 days	50%
27 days to 0 days	0%

Where we take a replacement booking, you will receive a full refund (minus the 5% booking fee) for the nights that have been replaced within 14 days of cancellation confirmation.

We advise guests to take out comprehensive travel insurance. Regardless of whether or not you choose not to have travel insurance, you accept responsibility for any loss that you may incur due to your cancellation.

#### *CANCELLATIONS BY US*

We do not cancel any reservation except in exceptional circumstances beyond our control. If we do have to cancel your reservation, you will be notified at the earliest opportunity and a full refund of the money paid to us will be provided within 14 days of the cancellation notice.

We reserve the right to cancel any reservation when we do not receive the deposit, balance payment or damage deposit payments or when the required information outlined in these terms and conditions has not been provided. In these circumstances a refund of monies already received will not be refunded.

Our refund liability in all instances is limited to the payments made to us.

## **RESERVATION AMENDMENTS**

#### *AMENDMENTS BY YOU*

If you want to change any detail of your confirmed booking you must let us know as soon as possible. We will do our best to accommodate your request, but we cannot guarantee that we will be able to meet all requests for changes.

For changes request more than 42 days before arrival:

Where we can accommodate the requested change - you must pay any price difference between your original reservation and the new dates when the balance payment is due. If the cost is lower, the balance payment will be adjusted accordingly.

If we are unable to agree on new dates with you - your booking will be considered cancelled and you will receive a full refund of the deposit paid, minus the non-refundable 5% booking fee.

For changes to reservations requested on or less than six weeks before arrival:

We will provide a booking amendment when we are able to re-sell your original reservation dates. In this circumstance we will provide you with new dates (subject to availability) for your approval and you must pay any price difference between your original reservation to secure the new dates. If the cost is lower you will receive a refund.

If we are unable to re-sell your dates, we will have to consider your reservation cancelled and refunds will be provided according to the terms of our cancellation policy.

## **COVID-19 CANCELLATIONS**

We will provide full refunds for COVID-19 cancellations, less the 5% non-refundable booking fee in the following circumstances:

Where we are forced to close by the government.

Where your group does not meet the government guidelines in place at Stainsborough Hall at the time of your arrival. For example - the 'rule of 6', two household rule etc.

For all other instances, when we are legally open our standard policies are in place.

## **MAXIMUM OCCUPANCY**

The number of people using the accommodation must not exceed the maximum occupancy numbers outlined below at all times:

Derwent Cottage - six people plus one baby in a travel cot

Dovedale Cottage - six people (not suitable for babies and infants)

Henmore Cottage - four people plus one baby in a travel cot

Lathkill Cottage - four people (not suitable for babies and infants)

Summer Cottage - four people plus one baby in a travel cot

The Hall - twenty people plus two babies in travel cots.

Only those people listed by name on the pre-check-in questionnaire can occupy the property.

We do not permit the use of additional camp beds in the accommodation or the use of tents, caravans or camper vans in the grounds.

We reserve the right to terminate the booking without notice and without refund when this clause is breached.

## **VISITORS AND GUESTS THAT ARE NOT STAYING**

If you would like to invite guests to visit you while you are staying at Stainsborough Hall that will cause you to exceed the maximum occupancy of the property you've reserved you will need to seek permission in advance. There is a charge of £10 per person per day.

Day visitors/Additional guests will not be allowed in the Main House - unless the group staying consists of less than 20 people.

Day visitors to the cottages must leave the property by 7pm each evening.

The facilities at Stainsborough Hall are intended only for guests staying at the property and day visitors can impact on the enjoyment of other guests. For this reason, day visitors can not use the tennis court, games room, hot tub (Main house) or other facilities.

Car parking for day guests is subject to availability and will be discussed prior to your arrival. If we are full, additional parking will not be possible, and in this instance, visitors will have to park in the nearby public parking areas around Carsington water and walk to the property. Visitors can not leave their cars at the property overnight.

## **CAR PARKING**

We have allocated car parking spaces at a rate of one per bedroom, therefore the number of cars you can bring with you is as follows:

Cottage Car Park

Derwent Cottage - three cars

Dovedale Cottage - three cars

Henmore Cottage - two cars

Lathkill Cottage - two cars

Summer Cottage - two cars

The Hall Courtyard

Main house/The Hall - ten cars

Please do not bring more cars than allocated - we do not have space for more vehicles and we will have to ask you to remove additional cars.

## **GROUPS, EVENTS AND PARTIES**

To host a group at the Stainsborough Hall Estate you can either rent the house (20 people) or all of the cottages together (24 people).

The house and the cottages are not bookable together, nor is it possible to book the house with one or two cottages and expect that the guests can join you in the main house.

Hen and Stag parties are accepted in either the main house or when all of the cottages are booked together. It is not possible to book just one or two cottages or a hen party.

Visitors not staying at the property are not permitted to attend events in the evenings in either the Main House or the cottages (please see the section 9 for more information).

We do not permit the erection of marquees, tipis, gazebos, bouncy castles or other such structures anywhere on the Stainsborough Hall estate.

## **OUTSIDE/THIRD PARTY SUPPLIERS AND SERVICES**

There may be times when you want to engage a third-party supplier such as (but not limited to) caterers, dog sisters, yoga teachers, tennis coaches, food vans, wine

tasting sessions, beauticians etc. to provide services to you and your group while staying with us. The following terms and conditions are in place regarding outside suppliers:

Before engaging a third-party supplier, you must ask for permission. In the process of granting permission, we will ask for information such as full details of the service, the business providing the service, and we'll ask for copies of their public liability insurance, along with any other information required by our insurance company.

We will try to accommodate all requests, but we can not approve any company or individual that does not have public liability insurance nor if the activity is on our insurance company's 'hazardous activity list'.

Hazardous activities include (but are not limited to) bouncy castles/ inflatables, firework displays, horse riding, archery, clay pigeon shooting. Any requests for these activities will automatically be forwarded to our Insurance company for approval and consent will only be granted with their agreement. The Insurance company's decision will be final.

Please do not engage a third-party before you have approval as we will not be liable for any costs associated with you having to cancel their services.

We may impose additional costs depending on the activities of your third-party provider and their use of our facilities.

Where we provide recommendations for third-party providers, based on our own experience of feedback from other guests, we shall not be liable for the failure of a particular service provider to properly perform the relevant services - this being a matter between you and the relevant third-party provider. Providing such a recommendation/suggestion does not remove the requirement to seek consent to use them.

We do not engage third-party suppliers on behalf of guests. All contracts should be made directly between the guest and the supplier.

Failure to notify us of a third-party supplier activity on the Stainsborough Hall Estate will result in the supplier being asked to leave the premises immediately. We will not be liable for any fees or costs associated with the supplier being asked to leave.

Stainsborough Hall Ltd. is not liable for any accident or injury occurring at the premises, save where the accident or injury is as a result of the negligence or wilful misconduct of Stainsborough Hall Ltd.

## **PRE-ARRIVAL INFORMATION REQUESTS**

Before arriving at the property you will be asked for the Names and Addresses of all guests that will be travelling with you, the ages of all children, the number of dogs you will be bringing with you through an online questionnaire.

This information is needed for security purposes; so that we can comply with the law regarding safety features required for children; and so that we are able to provide information to Public Health England when requested.

Failure to provide this information will result in the cancellation of your reservation without refund.

## **GENERAL HOUSE RULES**

The following house rules apply to all reservations and all guests at the Stainsborough Hall Estate. They are intended to preserve the quality of our accommodation, to make sure that everyone can enjoy their holiday safely and to make sure that our neighbours (both human and animal) and other guests are not disturbed.

Our properties are not intended for boisterous parties. Day visitors (must be pre-approved) and must leave the property before 7 pm and quiet time is from 10 pm onwards.

Camping and/or caravanning is not permitted on our grounds.

We do not permit the hiring or use of hot tubs, speaker systems, discos or other such entertainment systems.

Furniture must not be moved from its original position.

Nothing should be stuck to the walls, doors or any part of the internal or external structure. This includes, but is not limited to, balloons, banners, posters, photos etc..

Glitter, confetti, rice or any other such decorative substance is not to be used either inside or outside any of the buildings.

Signage can not be added to the drive, road or surrounding areas.

The Stainsborough Hall Estate can not be used as a base for business activities.

Professional photography is not permitted within the grounds or buildings without written approval of the owners. Photographs can not be used for any commercial or promotional purpose without the written approval of the owners.

Fires, fireworks and Chinese Lanterns are not permitted at any time so that we can protect the environment around us.

Smoking is not permitted inside the properties. Smoking is permitted outside as long as it is not affecting other guests and stubs must be disposed of responsibly.

Dogs are permitted in the cottages but not in the main house. No other domestic pets are allowed. Assistance dogs are permitted at our properties, however, please notify us at the time of booking that you will be bringing an assistance dog with you.

## **LEISURE FACILITIES**

Facilities available to guests of the Hall include:

The games room with pool table in the Hall

The Hot Tub in the Hall gardens

The Children's play area in the Hall gardens.

The outdoor table tennis table in the Hall Gardens

Facilities available to guests of the Cottages are as follows. These are shared facilities, so please be mindful of other cottage guests and don't arrange events in these spaces unless you have booked all of the cottages.

The games room with table tennis table (next to the drive)

The cottage gardens

The Children's play area next to the games room

The table tennis table in the stable next to the cottage gardens.

The only shared facility for all guests (cottage and the Hall) is the tennis court. Again, please be aware of other guests and if someone is waiting limit your time to one hour.

## **PRACTICAL INFORMATION**

### ***THE COTTAGES***

Check-in is from 3 pm onwards.

Check-out is before 10 am on the day of departure.

### ***The Main House***

#### ***For reservations made (but not necessarily taken) before August 7th 2021***

Check-in is from 3 pm onwards.

Check-out is before 10 am on the day of departure.

#### ***For reservations made after August 7th 2021***

***Check-in is from 4 pm onwards***

***Check-out if before 11 am***

All guests can access their property by accessing the keys in the key safe next to the front door.

Early check-ins and check-outs are offered, subject to availability, at an additional cost.

Our Head housekeeper will be on-site Monday to Friday 10 am to 4 pm and will be happy to assist you with any questions you may have.

Emergency out of hours contact information is provided in the cottages should you need help urgently.

You will receive an online guidebook before you arrive to help you plan your stay.

Each property also has its own touch screen guide with informational videos so that you know how everything works, as well as, more local information and access to our additional services.

During school holidays - our gardeners will be working in the Hall and cottage gardens each Wednesday.

## **DAMAGE TO BUILDING AND CONTENTS**

In making a booking you accept responsibility for any theft, breakage or damage caused by you or any member of your party to our buildings and/or property, and agree to indemnify us in full for any loss that we may incur as a result.

You will be responsible for the cost of any accidental damage to property, contents or buildings up to £500.

You will be responsible for 100% of the costs of any non-accidental damage that you or your group cause to the property or its contents.

Please treat the facilities and accommodation with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please let us know immediately so that we can take appropriate action. If there have been breakages during your stay, we would be grateful if you can either replace them or let us know.

The accommodation is inspected and photos taken before every arrival and after every departure.

## **COMPLAINTS PROCEDURE**

Any problem or complaint, concerning any aspect of our service or the accommodation, must be reported to us as soon as it happens and we will endeavour to put it right.

We will not consider any complaints not reported to us at the time and only reported after you have left.

## **OUR RIGHTS OF ACCESS**

Under normal circumstances, nobody from Stainsborough Hall Ltd. will access your property - unless invited to do so - during your stay.

If your stay with us lasts more than seven days we do provide a service clean. Our staff will need to access the accommodation in order to perform this, but we will agree on a time for this service in advance.

We and/or contractors may need to access the property you are staying in if there is an unforeseen problem. If this happens, we will do our best to let you know in advance of the date and time that we will need access.

If we do need to access your accommodation for any reason we will always try to access the property at a reasonable, convenient time (other than in an emergency).

## **OUR RIGHT TO EVICT**

We may terminate our contract with you and ask you to leave your accommodation immediately and without refund or compensation in the following circumstances. If:

It is deemed that you or your party have committed a serious breach of these Terms and Conditions.

We believe that you or your party's behaviour endanger the safety of our other guests or staff.

We receive any complaints of anti-social or unacceptable behaviour against you or your party.

We believe that you or your party are causing an unreasonable amount of damage to the property or contents.

The maximum occupancy limit for your accommodation is exceeded.

## **OUR LIABILITY**

We will not accept responsibility for any accidents, injuries or illnesses that occur while on the premises or while using the facilities at Stainsborough Hall.

Stainsborough Hall Ltd. does not accept responsibility for the loss of personal belongings or valuables of the guest.

By making this reservation, all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invited to use the premises.

## **EVENTS BEYOND OUR CONTROL**

We will not be liable for, nor provide a refund or compensation, for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic/pandemic or natural disaster, or any other event that is beyond our reasonable control.

## **LOST PROPERTY**

If you leave any of your possessions behind please contact us as soon as possible. We reserve the right to charge you for any storage and delivery costs that we incur in relation to your lost property. We will hold all lost property for six months, after which it will be disposed of.

We will not be liable for possessions that you believe have been left behind but which we can't find.

## **GOVERNING LAW**

These terms and conditions are governed by English Law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

We reserve the right to amend our terms and conditions from time to time. When terms and conditions are updated, the terms agreed at the time of your reservation will be enforced.

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