**1 DEFINITIONS** In these Booking Conditions:

“Booking” means a booking for The Farmhouse

“Booking Conditions” means the terms and conditions of these booking conditions, including the General Notes set out at the end.

“Booking Form” means the booking form supplied on the Website.

“Contract” means the contract between You and the Owner for the Property as may be amended from time to time in writing between You and the Owner.

“Data Protection Legislation” means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.

“Owner” means Richard Ballard of Nether Hall Pakenham Suffolk IP31 2LG, trading as Nether Hall Lettings

“we” and “our” relate to the Owner.

“Property” means The Farmhouse, Nether Hall Estate, Pakenham IP31 2LJ.

“Rental Fee” means the total fee for The Farmhouse as set out on the Website or as otherwise agreed in writing including rental, heating, electricity, use of bed linen/towels and VAT if applicable but excluding any charges for additional services provided by the Owner.

“Rental Period” means the period for which You wish to rent The Farmhouse as stated in the Booking Form or other written confirmation of the Booking from You.

“Website” means the Owner’s website at www.netherhallestate.com

“You” means the person who makes a Booking (and, where relevant, the guests of the person who makes the Booking, on whose behalf that person contracts)

**2 CONTRACT**

2.1 By making a Booking you are deemed to have made an offer to enter a contract with the Owner for the letting of the Property in accordance with the Booking Conditions.

2.2 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when the Owner issues a confirmation form to you pursuant to condition 3.5.

**3 BOOKING AND PAYMENT**

3.1 You may make a Booking by Booking online on the Website.

3.2 If, when making your Booking, the start date of your proposed Rental Period is more than 8 weeks away, You must pay a non-refundable deposit to the Owner. This deposit is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

3.3 The entire Rental Fee is payable at the same time as your Booking if the Booking is made 8 weeks or less before the start of the Rental Period.

3.4 The Owner reserves the right to cancel your Booking at any time and retain the deposit if the balance is not received by the due date.

3.5 The Owner will issue a Booking confirmation to You once you have successfully completed our online booking process and in all cases all money due at the time of Booking has been received in cleared funds. You should check the confirmation form carefully and notify the Owner immediately in case of any discrepancy or mistake.

3.6 The Owner may at any time before he issues a confirmation form accept bookings from other customers for the Property.

3.7 If the Property is unavailable for your selected Rental Period and the Owner is unable to accept the Booking for this or any other reason, the Owner will return all money received from You in full.

**4 METHODS OF PAYMENT**

You may pay by credit card, debit card or bank transfer. On making a booking on the Website, you authorise the Owner to take payments of the Rental Fee from the credit or debit card you have provided details of when making the Booking.

**5 CANCELLATION**

5.1 If You cancel the accepted confirmed Booking for any reason, you must notify the Owner in writing at the address stated in these Booking Conditions.

5.2 A cancellation charge is payable depending on the number of days (or part thereof) before the Rental Period start date that the notice of cancellation is received by The Owner. The amount payable is 100% of the Rental Fee if notice is received less than 28 days before the start of the Rental Period, 50% if notice is received 29 to 56 days before the start of the Rental Period, and the full Deposit if notice is received 57 days or more before the start of the Rental Period. Please note that should a cancellation be made, the Owner shall be entitled to retain sums received from you, to offset cancellation payments due.

5.3 If we cannot let You the property due to local or national Governmental pandemic or similar restrictions, or the Property becomes unavailable or unusable for any other reason prior to the start of the Rental Period (including but not limited to legal, regulatory, safety or damage reasons), You will be given the choice of either being reimbursed in full for all sums received from you in respect of the Contract, or moving the Booking to another similar available booking within 12 months from the start of the Rental Period

5.4 You are strongly advised to take out Cancellation insurance, including for pandemic or similar reasons.

6 **RENTAL PERIOD**

6.1 The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 10.00 am on the day of departure.

6.2 If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed, you may be subject to a charge for the additional time based on the applicable daily rate for the Property.

7 **USE OF THE PROPERTY**

7.1 You agree that the number of people staying in the Property will not exceed 14.

7.2 You agree that the Property will be used for personal and domestic purposes only.

7.3 You agree that the Property will not be used for any commercial purposes without the written consent of the Owner.

7.4 You agree that while staying at the Property You will act with reasonable prudence and caution and that the Property will not be used for any activity or in such a way that causes a nuisance or annoyance to neighbours of the Property, and the You shall procure the same from your guests.

7..5 You and your guests will comply with any reasonable regulations relating to the Property or the site within which the Property is situated, which will be communicated to you upon/prior to your arrival at the Property.

7.6 Smoking of tobacco in any form or E-cigarettes is not permitted within the Property.

8 **CARE OF THE PROPERTY**

8.1 You agree to keep the Property and its contents in the same condition and repair as found on your arrival at the Property and shall procure that your guests shall also take such care of the Property and its contents.

8.2 You are responsible for compensating the Owner for all damage, loss or breakages to the Property and/or its contents, caused through the act or omission of You or any of your guests and You agree to pay to the Owner, upon written demand, all reasonable costs incurred in making good any such loss or damage or breakages. The Owner’s normal policy is to take a minimum of a £1,000 deposit (sometimes more) towards the costs of making good any loss or damage or breakages to the Property and/or its contents caused through the act or omission of You or any of your guests. If a deposit is required, you will be notified at the time of Booking. The Deposit will normally be taken four weeks before the start of the Rental period.

8.3 You shall abide by all instructions regarding the use of the Property and its fixtures and fittings as notified to You by the Owner from time to time.

8.5 You must ensure that the Property is left in a clean and tidy condition on your departure at the end of the Rental Period. The Owner may charge you for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

9 **PETS AND ANIMALS**

9.1 No dogs or other pets or animals are allowed in the Property.

9.2 Guests with allergies should be aware that, whilst the prohibition of dogs or other pets or animals in the Property is designed in part to help prevent allergies caused by dogs, pets or other animals being contracted or exacerbated, the Owner cannot accept any liability for any suffering which may occur as a result of such allergies, nor guarantee that no dogs, pets or other animals have ever been present in the Property, with or without permission.

10 **RIGHT OF ENTRY** The Owner shall have the right of entry to the Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

11 **RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT**

11.1 The Owner reserves the right to refuse Bookings from: a) groups of people under the age of 21; and/or b) hen or stag parties.

11.2 You must inform the Owner at the time of Booking if your party falls in condition 11.1(a) and/or 11.1(b). If You fail to inform the Owner, your Booking will be cancelled once this is discovered and access will be denied on arrival or as soon as discovered.

11.3. You must inform the Owner at the time of booking (or as soon as known if later) of any pre-existing medical conditions, allergies or similar which could affect the use or enjoyment of the Property by You or your guests.

11.4 The Owner reserve the right to terminate a Contract without prejudice to any rights and remedies accrued by the Owner or You which shall remain following termination and ask You and your guests to leave the Property immediately if it is deemed necessary by the Owner because of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.

11.5 In the event that your Contract is terminated in accordance with condition 11.1 or 11.2, the Owner reserves the right not to refund to you any part of the Rental Fee.

12 **COMPLAINTS**

12.1 Should there be any cause for complaint during your stay in the Property, you should notify the Owner or his nominated representative promptly, using the contact number(s) provided, and describe the nature of the complaint. The Owner or his representative will use its reasonable endeavours to resolve any complaints

12.2 If you wish to make a complaint after your Rental Period has ended, please do so to the Owner in writing within a reasonable period but note that compensation cannot be offered where a complaint has not been raised during your stay.

13 **LIABILITY**

13.1 Nothing in these Booking Conditions shall limit or exclude the liability of the Owner for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

13.2 Subject to condition 13.1 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

13.3 Subject to condition 13.1 the Owner shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

13.4 Subject as stated in condition 13.1, the aggregate liability of the Owner to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding twice the total amount of the Rental Fee received from You (or, if the event is within Condition 5.4, not exceeding the Rental Fee).

14 **FORCE MAJEURE**

The Owner shall not be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. The Owner shall as soon as reasonably practicable upon it becoming aware of the same notify You.

15 **DATA PROTECTION**

15.1 For the purposes of this clause, capitalised terms not defined elsewhere in this Contract shall have the meaning set out in the Data Protection Legislation. The Owner is Data Controller of all Personal Data provided to the Owner by You.

15.1 The Owner will comply with the Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such Personal Data so far as is reasonable.

15.3 You acknowledge that the Owner may process and store your personal details for its own administration, market analyses and operational reviews.

15.4 You acknowledge that the Owner will collect name, address, email and other contact details (as well as bank and credit/debit card details, in some cases) in order to complete the Booking, and that the Owner’s processing of such Personal Data shall continue for the duration of this Contract.

16 **REGISTRATION**

On or before arrival You are required by law to provide the Owner with the full name and nationality of all the guests in your party, and, for any guests who are not British, Irish or Commonwealth nationals, their passport number and place of issue and the address of their next destination.

17 **MISCELLANEOUS**

17.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2 You shall not, without the prior written consent of the Owner, assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

17.3 A person who is not a party to this Contract shall not have any rights under or in connection with it.

17.4 The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

**GENERAL NOTES**

PROPERTY DETAILS The Owner aims to ensure that the particulars of the Property as they appear on the Website are accurate. Nevertheless, on occasions there may have been a change of circumstances and the Website cannot always be up to date. For example, a local shop or pub may have closed for business. Please ensure that you check all the details on the Property (including price) at the time of Booking. The Owner will endeavour to notify you of any material changes or inaccuracies in any information contained on the Website, or otherwise provided to you, as soon as reasonably practical after the Owner becomes aware of any such change, where the change or inaccuracy could reasonably affect in a materially adverse way the terms of your Booking or your use and enjoyment of the Property.

GUEST SAFETY The Owner takes the safety of guests very seriously. Guests are asked to take a few moments to think about their safety at the Property. In particular You should: (a) check the layout of the Property, so that in an emergency You and your party can get out quickly and easily; (b) check the locations of the fire extinguishers and fire blanket; (c) please avoid using candles if you can, and if you do use candles please be careful where you put them and ensure you put them out; (d) read the fire safety summary provided in every bedroom; (e) read the instructions for use provided to You about the Property. If you have any concerns about the safety of the Property, whether it be in the house, the garden, equipment or facilities, You should contact the Owner immediately.

OLD BUILDING Guests should bear in mind that the Property is a period property, which is listed, and was built before the days of damp proof courses and cavity wall insulation, so may show signs of damp. Soundproofing may not be up to modern standards. Likewise, there may be elements of the structure or fittings which do not have the safety and design features which a new-build would require and similarly may lack facilities such as ramps for wheelchairs. Please read the notes on the Website to assess the suitability of the Property before placing a Booking.

LOCATION The Property is in a rural location and can experience some animal noise and occasionally noise from grass cutting or other farm machinery or activities. Insects and other creatures are common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken by the Owners, these creatures can never be eradicated completely.

SAFETY OUTSIDE The sandstone paving and steps can be slippery when wet or icy, please take particular care in these conditions. If you access any parts of the estate, you do so at your own risk. Please take particular care near water (the large pond in front of the Property, the various streams and other ponds, and the lake). If you decide to use the small rowing boat on the lake or the small rowing dinghy on the pond, you must read and comply with the Rowing Boat Safety Rules. In the summer months there are cattle in the fields, please leave gates shut and keep away from the cattle themselves, especially mothers with young calves. The top two wires of most of the cattle fences are electrified, so please do not touch these. Please respect all signage, including relating to cattle.

NOISE Although the Property is in its own grounds and is in a secluded position, please be aware noise travels a long way in the countryside, particularly at night. Please be respectful of those occupying other properties on the Estate, and even more importantly of houses outside the Estate closest to the boundaries of Estate. Please ensure no loud music or similar is played after 10 pm or other inconsiderate noise made after this time. Fireworks are not permitted.

SMOKING Smoking is not permitted inside the Property.

COMPLAINTS The Owner aims to ensure you have an enjoyable and comfortable stay at the Property. Unfortunately, things sometimes can go wrong while on holiday but these situations are always best resolved at the time. In the event of a problem please contact the Owner or his representative immediately to allow remedial action to be taken. However, please note any complaints raised after your holiday will not result in any form of compensation. The property you have booked is a domestic home and the Owner does not always have access to 24 hour a day maintenance services.

GUEST DAMAGE You should report accidental damage or breakage when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

OTHER ISSUES Building Work: The Owner cannot be held responsible for any buildings or road workings which may be carried out close to the Property. Where we are aware of any anticipated works, we will endeavour to advise You in advance.

SPECIAL REQUESTS: Special requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by us form part of our contractual obligations.

WITHDRAWAL OF FACILITIES: The Owner reserves the right to alter or withdraw amenities or facilities or any activities without prior notice, where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond his control.

INSURANCE: You are strongly recommended to take out insurance against having to cancel your Booking and pay a cancellation charge, and against other risks which can be encountered on holidays.