



# Combermere Abbey Estate—Accommodation Booking Conditions

Combermere Abbey

ACCOMMODATION

**DEFINITIONS** in these Booking Conditions:

“**Booking**” means a booking for a Property.

“**Booking Conditions**” means the terms and conditions of these booking conditions, including the general notes.

“**Booking Form**” means the booking form supplied by the Owner or on the Website.

“**Contract**” means the contract between You and the Owner for the Selected Property as may be amended from time to time 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**” and “we” and “our” relates to Combermere Abbey Estate.

“**Property**” means a self-catering cottage on the Combermere Abbey Estate.

“**Rental Fee**” means the total fee for the Selected Property as set out on the Website or otherwise agreed in writing including rental, heating, electricity, use of bed linen/towels.

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

“**Selected Property**” means the Property specified by You in a Booking.

“**Website**” means Combermere Abbey Estate Website at [www.combermereabbey.co.uk](http://www.combermereabbey.co.uk)

“**You**” means the person who makes a Booking.

**1. CONTRACT** 1.1 The contract for renting the Selected Property is between You and the Owner and it incorporates and is subject to these Booking Conditions.

1.2 By making a Booking you are deemed to have made an offer to enter into a contract with the Owner and its incorporates and is subject to these Booking Conditions.

1.3 The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when Combermere Abbey Estate issues a confirmation form to you pursuant to condition 2.6

**2 BOOKING AND PAYMENT** 2.1 You may make a booking by:

- Contacting Combermere Abbey Estate by telephone on 01948 660345: or
- Sending an email giving details of your Booking requirements to Combermere Abbey Estate at [sales@combermereabbey.co.uk](mailto:sales@combermereabbey.co.uk); or
- Booking online at [www.combermereabbey.co.uk](http://www.combermereabbey.co.uk)

2.2 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 Reservation Fee to Combermere Abbey Estate. This Reservation Fee is one third of the Rental Fee. The balance of the Rental Fee is payable 8 weeks before the start of the Rental Period.

2.3 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.

2.4 VAT at the current rate is included within the Rental Fee.

2.5 Combermere Abbey Estate reserves the right to cancel your Booking at any time and retain the Reservation Fee if the balance is not received by the due date.

2.6 Combermere Abbey Estate will issue a Booking confirmation to you once you have either made a booking via the office or 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 Combermere Abbey Estate immediately in case of any discrepancy or mistake.

**3. METHODS OF PAYMENT** 3.1 You may pay by cheque, credit card, debit card or BACS.

3.2 For Bookings made less than 8 weeks before the start date of the Rental Period, no cheques or credit card payments will be accepted, as payments must be made in cleared funds, i.e. debit card or BACS

3.3 All cheque payments shall be made to Combermere Abbey Estate at the address stated in these Booking Conditions and made payable to ‘Combermere Abbey Estate’

**4. CANCELLATION** 4.1 If You cancel the accepted confirmed Booking for any reason, you must notify Combermere Abbey Estate in writing at the address stated in these Booking Conditions.

4.2 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 Combermere Abbey Estate. The amount payable is set out below, where number of days refers to the number of days notice given at cancellation prior to Rental Period start date, and the Cost refers to the percentage of the Rental Fee of the selected Property:

No. of days prior to the start of the Rental Period booked	The Cost you will incur to cancel your confirmed Booking
1-28 days	100% of the Rental Fee
29-56 days	50% of the Rental Fee
57 days or more	Full Reservation Fee under Condition 2.2

**5. RENTAL PERIOD** 5.1 The rental period commences, unless otherwise notified, at 4:00pm on the day of arrival and terminates at 11:00am on the day of departure.

5.2 On some properties for a minimum of 2 nights at certain times of the year late departures may be available at the Owner’s discretion for a fee, and must be requested at the time of making Your Booking.

5.3 The Owner will notify you, once you have paid the Rental Fee in full, if a late departure is available and at what fee.

5.4 If your stay extends beyond the period of hire in condition 5.1, or such other period as expressly agreed under conditions 5.2 and 5.3, you may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

**6. CHANGES OF RENTAL PERIOD** 6.1 The Owner will endeavour, but is under no obligation, to consider a request from you to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if:

- The Selected Property is available for the new Rental Period requested;
- You pay an administration fee of £50.00 and any

sums due in respect of any higher prices for the Selected Property for the new dates.

**7. USE OF SELECTED PROPERTY** 7.1 You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated on the Booking Form save that (unless stated otherwise) in addition infants under the age of 2 years at the start of the Rental Period may also stay if sleeping in a cot as agreed at the time of Booking.

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

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

7.4 You agree that the Selected Property will not be used for any activity or in such a way that causes a nuisance or annoyance to neighbours of the Selected Property.

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

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

**8. CARE OF SELECTED PROPERTY.** 8.1 You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival and shall procure that your guests shall also take such care of the Selected Property and its contents.

8.2 You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by the Owner.

8.3 You will take all reasonable and proper care of the property and its furniture, pictures, fittings and effects in or on the Selected 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 Period. The Owner reserves the right to charge You for any breakages, damage or extra cleaning or repairs required of the Selected Property found on or after Your departure.

8.4 For Bookings or two or more Properties, the Owner reserves the right to take a security deposit of £500.00 against breakages, damages, additional cleaning or repairs and other items.

**9. PETS** 9.1 Dogs are welcome in the Cottages at Combermere Abbey. There is a charge for taking pets of £10.00 per night. A small selection of Properties will accept more than one well behaved dog. You should check the Selected Property details and specify that You wish to bring a dog or dogs at the time of Booking.

9.2 Dogs must be aged over 6 months of age and be fully housetrained.

9.3 You must ensure that: Dogs are properly controlled and supervised at all times; dogs are not to be left unattended at the Selected Property; dogs are not allowed in any of the bedrooms or on any of the furniture. You are advised to bring a pet basket.

9.3 Guests with allergies should be aware that the Owner cannot guarantee that there have been no dogs at the Selected Property, nor (subject to condition 13.1) does the Owner accept any liability for any suffering which may occur as a result of such pets having been present.

**10. RIGHT OF ENTRY** The Owner will have the right of entry to the Selected 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 under conditions 11.1(a) and/or 11.1 (b).

11.3 The Owner reserves 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 Selected Property immediately if it is deemed necessary by the Owner as a result of your behaviour or that of your guests or any other material breach of these Booking Conditions.

11.4 In the event that your Contract is terminated in accordance with condition 11.3, the Owner reserves the right not to refund to you any part of the Rental Fee in respect of the shortened Rental Period.

**12. COMPLAINTS** 12.1 Should there be any cause for complaint during your stay in the Selected Property, you should notify the Owner promptly and describe the nature of the complaint. The Owner will use their reasonable endeavours to resolve any complaints.

12.2 Within the Property there will be the telephone number of the Owner/housekeeper of the Property, who you can contact in the event that you have a problem with the Property.

12.3 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 their 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 three times the total amount of the Rental Fee received from You.

**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 practical 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 the Contract shall have the meaning set out in the Data Protection Legislation. The Owner is a Data Controller of all Personal Data provided by You. The Owner will process such Personal Data for the purposes of processing and administering Your Booking.

15.2 The Owner will comply with the Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such Personal Data.

15.3 To the extent that the Owner is a Processor, You agree that the Owner may process the relevant Personal Data and may need to pass your Personal Data on to third parties and organisations who need to know

them so that the Booking can be provided.

15.4 In relation to the Booking and the Contract, the Owner shall:

15.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with any written instruction from You and this Clause 15;

15.4.2 Implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood of severity of risk in relation to the rights and freedoms of the Data Subjects;

15.4.3 Not transfer the Personal Data outside of the EEA unless adequate levels of protection are in place

15.4.4 Ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality.

15.4.5 Not engage any third party to carry out its Processing obligations other than by way of a written contract which confirms that such third party will, at all times during the engagement, be subject to Processing obligations which comply with the Data Protection Legislation.

15.4.6 Notify You without undue delay as soon as the Owner becomes aware of any relevant breach in data security

15.4.7 Maintain appropriate records and information in compliance with Data Protection Legislation and on request by You, make available such records and information necessary to demonstrate the Owner's compliance with this Clause 15 and otherwise permit, and contribute to, audits carried out by You (or Your authorised representative) at its then-current rates;

15.4.8 On termination or expiry of this contract, destroy or return (as You direct) all relevant Personal Data in its power, possession or control and delete all existing copies of such data except to the extent it is required to retain a copy of the Personal Data by law.

15.5 You acknowledge that the Owner may also process and store your personal details for its own administration, marketing analysis and operational reviews.

15.6 You acknowledge that the Owner will collect name, address, email and other contact details (as well as bank 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.

15.7 Full information on how the Owner will use your Personal Data is available in our Privacy Policy on the website.

**16. MISCELLANEOUS** 16.1 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.

16.2 You shall not, without the prior 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.

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

16.4 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

**Guest Safety**—The Owner takes the safety of guests very seriously. Therefore we ask that guests who stay in the Property take a few moments to think about their safety at the Property. In particular, You should:

1. Check the layout of the Property, so that in an emergency You and your party can get out quickly and easily
2. Check the locations of the fire extinguishers and fire blanket and read the instructions for use
3. Check the location of the first aid box
4. Read and take note of specific safety information provided in the Property.

If you have any concerns about the safety of the Property, whether it be the garden, equipment or facilities, You should contact the Owner immediately.

**Cottages with Character**—We ask Guests to bear in mind that the Properties are period properties and were built before the days of damp proof courses and cavity wall insulation, so some Properties may show signs of damp. Please bear this in mind if your party includes an elderly/infirm person or very young children. Should traditional cottage features (steep stairs, low beams, uneven floors) be a problem, for any member of your party. You should consider this when selecting a Property before making any Booking.

**Special Requirements**—We will endeavour to help those in your party with special requirements by recommending cottages that are especially suitable; please refer to our website or contact our Sales Office at the time of booking.

The Properties are over 100 years old and are listed. Consequently the structure and fittings will not necessarily have current safety and design features and many lack facilities such as ramps for wheelchairs. Some Properties may not be childproof and may have steep approaches or internal staircases. Therefore, we would strongly advise you to read the information provided on our Website in order to assess the suitability of any Property before placing a Booking; or please contact us in order to discuss any particular needs that you may have prior to Booking.

**Location**—Properties in rural locations can experience some animal noises and occasionally noise from grass cutting or other farm machinery or activities. Flora & Fauna—in rural areas, insects and other creatures are fairly common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken, there creatures can never be eradicated completely.

**Complaints**—The Owner and housekeepers aim to ensure you have an enjoyable and comfortable stay. 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, you should contact the Owner/housekeeper 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.

**Guest Damage**—You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

**Withdrawal of Facilities**—We reserve the right to alter or withdraw amenities or facilities or any activities without prior notice; where reasonable necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

**Please note:** The Owner reserves the right to update Booking Conditions from time to time. Any updates to the terms printed here will be reflected on our Website, and included in the Contract that you receive.