



# Springhill Farm

## Holiday Accommodation

### Springhill Farm Holiday Accommodation Booking Terms & Conditions

1. A non-returnable deposit is to be paid at the time of booking
2. A booking cancelled after the deposit payment has been made is non-refundable however, if the booking is cancelled before the 6-week balance payment is due we will defer your deposit for 18 months of your original arrival date.
3. A deferred booking must be taken with the specified 18-month period after this time has lapsed your deposit will be lost.
4. Once a deferred booking has been rebooked and confirmed this cannot then be changed, amended, or deferred a second time. A cancelled confirmed/deferred booking is non-refundable, and you will be liable for the full cost paid. In the case of Covid 19 continuation, only if we remain closed due to Covid 19 travel restrictions imposed by the government you will be able to defer your stay for a second time, the balance paid remains non-refundable.
5. The outstanding balance of the booking is to be paid six weeks prior to arrival if within the six weeks the full balance is then due at time of booking.
6. A booking cancelled after the full balance payment has been made is non-refundable and cannot be deferred.
7. Failure to pay a balance due payment within 7 days of your due date will result in the booking automatically being cancelled, you will then lose your deposit paid, this remains non-refundable and cannot be deferred
8. Covid 19 –
9. \*Art Holidays\* We only allow one non-painter per student – the balance of £275 is due 6 weeks prior to the arrival date and this is non-refundable.
10. You are fully liable for the whole cost of the cancelled booking once the full balance has been paid therefore, we strongly advise you to take out your own persons holiday insurance
11. Covid 19 – in the event of a national lock down enforced by the government or if the guest is in self isolation bookings can only be deferred for 18 months from your original arrival date - no money will be refunded
12. No group policy - you will be asked to leave site and guest will be liable for all costs.
  - i) No groups under 25
  - ii) No groups consisting of more than 3 units – wigwam, Caravan, motorhome, campervan or tent

- iii) No single sex groups consisting of 4 or more guests
  - iv) No groups over 12 guests total
13. No noise policy – if you do not adhere to our noise policy you will be asked to leave site and guest will be liable for all costs.
- i) Minimum noise restriction from 10pm
  - ii) Complete noise restriction from 11pm
14. A charge of £10 will be incurred for any lost keys to the property. Please report lost keys to reception or a member of staff immediately.
15. The number of persons occupying shall not exceed the numbers of the party stated on the booking form. If the number does exceed this you will be liable for the extra cost.
16. \*Caravan & Camping\* Guests will be allocated a pitch upon booking. We have the right to change this at any time. Therefore, guests are strongly advised to check in at reception to confirm their pitch number, if you are located on the wrong pitch, we are within our rights to ask you to move. Your pitch number will be displayed on the arrivals board beside reception on your arrival day. Specific pitches may be requested upon booking subject to availability, these pitches cannot be guaranteed, and we have the right to change your pitch at any time. If you request a pitch and we are unable to offer this pitch on arrival you will remain liable for the full cost of your holiday.
17. The holidaymaker shall not sublet the holiday accommodation or any part thereof during their period of stay. The party will be asked to leave site and liable for the full cost if this is not adhered to.
18. We will be within our rights to ask you to leave the site if any complained from other holiday makers are justified - noise levels, rowdiness and all forms of antisocial behaviour - you will be asked to leave site and liable for the full cost if this is not adhered to.
19. We cannot be held liable for any form of credit or refund regarding any issues with other guests on site - noise levels, rowdiness, and all forms antisocial behaviour.
20. Young children must always be supervised on site. We cannot take responsibility for any child left unattended on site inclusive of our play area.
21. We are a pet friendly business however, pets are to be kept on a lead at all times, must not be left unattended in a property at any time, foul must be cleared at all time and placed in the bins provided and must not be allowed on the furniture or beds. Damage to furniture, property or bedding will result in you being liable for a damage fee of £100. \*Art Holidays\* Unfortunately, pets cannot attend our Art Holidays.
22. Caravans, motorhomes, camper vans, tents and similar are on site at the owner's own risk, we accept no liability for damage, content, or theft.
23. Car parking is at the owner's own risk, we accept no liability for damage, content, or theft
24. The owner and their representatives retain the right to enter the holiday accommodation at any time & CCTV is in operation 24 hours on site

25. Our accommodation is totally smoke free, guest may smoke outside at reason distance. In the event of smoking within a property the guest will be liable to pay an extra cleaning charge of £50.
26. Cleaning - Your holiday price *INCLUDES* the cost of our professional cleaning contractor preparing your accommodation for your stay.
27. The accommodation is fully cleaned prior to your arrival; in the event you find something not to your satisfaction then please immediately contact us immediately. For all other issues directly on the contact details set out on your booking acknowledgement.
28. You are obliged to keep the holiday accommodation and all furnishings, fixtures, fittings, and effects in the same state of cleanliness, repair, and condition as they are presented at the time of arrival. If you find any damage to your accommodation you must notify us within 24hours by telephone, email, or text so that they can inspect and confirm this and where necessary effect repairs/replacement.
29. Make up/fake tan – we would politely request guests do not mark bed linen, towels with fake tan/oily make up/hair products as this is sometimes impossible to remove and will result in the need to replace the item.
30. On departure we expect the guest to have left the property in a reasonable state of cleanliness. It is acknowledged that guests may not be able to replicate the standard of our cleaning contractor. However, it is deemed reasonable that as a minimum:
  - i) All guests – wash all dishes/pans/cutlery and utensils used during their stay and return them to their storage location. Clean cooker top/oven/microwave if used. Empty fridge and cupboards of waste food. Check that toilets are in clean condition and flushed. Remove any ash/debris from log burner and from barbecues and clean down barbecue grills if used. Remove all rubbish from internal bins and transfer to main site bins
  - ii) Those guests with dog(s), remove any dog hairs from carpets, surfaces or floors and clean all dog mess from gardens and outside areas. Please note dogs are strictly not allowed on beds or furniture as cleaning such will occur additional costs.
31. In the event you leave the accommodation in a poor state of cleanliness then cleaning charges will be applied as per the following:
32. Additional cleaning of accommodation due to the failure of guests to leave it in a reasonable condition as detailed in i) & ii) above, will be subject to a fee up to £50.00 dependent on cleaning required
33. Arrival Inspection / Damage to accommodation or its contents - On arrival you should inspect the accommodation and its contents, and you must advise us within 24hours of any damage or concerns you have. We cannot be held liable after this time has lapsed.
34. We cannot be held liable for any form of credit or refund regarding cleanliness or property damage issues.
35. Please note our cleaning contractors do inspect the accommodation during their accommodation preparation so you should find the accommodation in full working order

36. In the event you or your party have an accident during your stay then this must be reported immediately. This will allow us to deal with the issue as soon as possible. Please do not leave such notifications until the end of your holiday as it may prevent us from preparing the accommodation for the next guest
37. If the accommodation is left with any form of damage to fixtures, fittings, or the property itself, we have the right to recover all costs and expenses in remedying such defects from you. In addition, if the damage caused is of a nature that prevents, delays or means subsequent booking(s) have to be cancelled requiring us to discount other guests stay or having to relocate guests to alternative accommodation then these costs along with the costs of rectification will be the responsibility of yourself. In all circumstances any professional or legal fees resulting from the damage or in the collection of the damage costs will be added to your account
38. We will notify yourself of any costs as soon as the damage has been evaluated
39. Customer Feedback - If you feel that you have a genuine concern in respect of any aspect of your holiday home, then this should immediately be reported. We will always endeavour to resolve the matter.
40. Complaints must be reported immediately; we cannot consider or address any issues raised days after you arrive or after you return home. We want you to enjoy your stay but can only deal with any issues you may have if you let us know at the time.
41. Failure to comply with these terms and conditions will make you liable to lose your booking or your right to stay in the property without refund.
42. Force Majeure – Springhill shall not be liable for any delay or failure in performing its obligations under this agreement which results from circumstances outside its reasonable control including but not limited to Acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown of plant or unavailability of networks or utilities. In the circumstances of such an event SLL will undertake all reasonable measures to rectify or mitigate its effect however if such an event disrupts or curtails your holiday then SLL total liability is limited to the portion of the service or holiday affected by the event which at a maximum will be a refund of your holiday cost proportional to the days cancelled
43. Governing Law – This agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts
44. Severance – If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were to be deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intentions of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
45. Third Party Rights – Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of the contract under the Contracts (Right of Third Parties) Act. We may transfer Our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in

writing. Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between you and the Company. The Company reserves the right to bring any action which arises out of your failure to comply with the obligations set out within the term of the agreement at any stage up until the statutory limitation period. Should the Company require recourse against you beyond the statutory limitation period then an application would be required for permission from the Court

46. Failure to comply with these terms and conditions will make you liable to lose your booking or your right to stay in the property without refund.

**\*We – Springhill Farm Holiday Accommodation, J Gregory & Sons**