

# Terms and Conditions for Hutton John Estate (including where trading as HJEP Ltd.)

BEFORE MAKING A BOOKING REQUEST THROUGH US, PLEASE READ THESE BOOKING TERMS CAREFULLY. WHEN YOU MAKE A BOOKING REQUEST THROUGH US (WHETHER BY THE SITE, EMAIL OR TELEPHONE), THESE BOOKING TERMS ARE DEEMED TO BE ACCEPTED BY YOU.

## 1. THE CONTRACT

The Contract for a short-term holiday rental will be between the Hutton John Estate (referred to as “HJE” or “us” or “we”) and the person making the booking and all members of the holiday party (referred to as “the Customer, or your or you”) in the following booking conditions. UK Law will govern the Contract. The contract of hire is not effective until we have processed the deposit. The contract will be subject to these booking conditions, and must be complied with. The party leader must be at least 18 years of age at the time of booking and prior to arrival.

It is your responsibility to check the Booking Confirmation: Please check all the details in your Booking Confirmation promptly after receiving the Booking Confirmation and notify us as soon as possible, and in all cases within 24 hours of receipt of your Booking Confirmation, if you think there are any mistakes or errors with your Booking.

## 2. PAYMENT

Bookings are CONFIRMED on receipt the deposit of 30% of the booking cost. The deposit must be paid within 48 hours of booking being placed. The balance of the rental will be due for payment 30 days prior to the booking commencement date. <sup>[SEP]</sup>

## 3. CANCELLATION

a. If your booking has to be cancelled because the property you have booking is put under Government Restrictions and has to close and the period of closure covers Your booking You will be refunded in full.

b. In the event that your given address is put into Local/ Regional Lockdown, rendering You unable to travel, and the period of restriction covers your booking You will be refunded in full.

c. If your booking has to be cancelled because the property you have booked has to close through Force Majeure, meaning any of the following circumstances which may hinder or prevent the performance by us of the Contract, including but not limited to: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing a restriction, prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) non-performance by our suppliers or contractors; and failure of utility service, and the period of closure covers your booking you will be refunded in full.

d. Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at the property booked for any reason. <sup>[1]</sup><sub>[SEP]</sub>

This includes – but is not limited to – illness (including Covid), a requirement or recommendation to self-isolate or quarantine, shielding, a call to jury duty, military service, incarceration, change in personal or work circumstances, family emergencies, travel delays, vehicle breakdown, and delays with public transport. These remain at Your risk and do not give rise to a right to cancel or to receive a refund unless We relet the property, other than according to the sliding scale below. You are strongly recommended to take out UK travel insurance to cover these eventualities.

If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur due to your cancellation.

<https://www.trailfinders.com/insurance#/step1> <https://www.coverwise.co.uk/Travel-Insurance/corona->  
[www.gocompare.com](http://www.gocompare.com)

e. Cancellations must be notified to HJE by email and once received in writing we will confirm the cancellation request.

\*In order to ensure speedy receipt, and thereby processing, of cancellations, HJE recommends that the Customer sends written notification of cancellation by email requesting confirmed receipt. The effective date of cancellation is when written notification is received by HJE. Any amounts due for refunding will be made within 14 Days.

**f. If a cancellation is made 30 days before the start of your holiday period a full refund will be given/ If the cancellation is less than 30 days before the start of your holiday period, no refund will be given.** On receipt of the cancellation, HJE will use reasonable endeavours to obtain a replacement booking. In the event that HJE is successful in obtaining a replacement booking, HJE will refund to the Customer the total amount paid by the Customer for the booking less the 5% Booking Fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

For example: A £1000 booking, fully paid, cancelled and relet for £900, means that the original Customer will be refunded as follows, £1000 – 5% booking fee equals £950, – £100 rebooking shortfall, = Refund of £850. <sup>[1]</sup><sub>[SEP]</sub>

g. It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. HJE strongly recommends that the Customer acquires suitable insurance to cover circumstances beyond the Customers' control such as, but not limited to, jury duty, incarceration, change in personal or work circumstances, military service, illness – including Covid and shielding, family emergencies and travel delays.

Covid is also now a known risk and it is possible for you to insure your holiday against it. This can include the customer or any of the party having Covid, the customer or any of the party having to isolate or quarantine, or you wishing to shield any Members of the party.

There are several options which include cover for Covid related cancellations available from organisations like

<https://www.trailfinders.com/insurance#/step1> [https://www.coverwise.co.uk/Travel-Insurance/corona-](https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx)  
[virus.aspx](https://www.coverwise.co.uk/Travel-Insurance/corona-virus.aspx)

h. When we may cancel after a Booking Confirmation and costs involved: Even after we have sent you the Booking Confirmation we, have the right to cancel a Booking where we reasonably believe that: i. the Booking is not legitimate; ii. You have broken or are likely to break any of the Booking Terms relating to a previous or current Booking; iii. any information you have supplied is incorrect or insufficient; iv. you have behaved in an inappropriate, abusive or unlawful manner to us, or our staff. If we cancel your booking in any of these circumstances we will tell you in writing and we will have no further responsibility to you but you may have to pay us and third parties (as applicable) all costs and expenses reasonably incurred.

#### 4. CAR CHARGING

We do not allow electric car charging at any of our properties. There are charging facilities at Rheged and at Booths supermarket in Penrith.

#### 5. PERIOD OF HIRE

You should not arrive before 4pm on the commencement date, and leave by 10am on the day of departure. Failure to do so may result in you being charged a further day's rental. You may ask for early check in or late check out and HJE will try to accommodate Your request. You must not use the property except for the purpose of a holiday during the holiday period, and not for any other purpose or longer period. The agreement to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. You shall not be entitled to a new tenancy, or to any assured short hold or assured tenancy or any statutory protection under the Housing Act 1988 or other statutory security of tenure now or at the end of the Holiday Period.

#### 6. NUMBER OF PERSONS USING THE PROPERTY

Under no circumstances may more than the maximum number of persons stated on the web site occupy the property. We reserve the right to refuse admittance if this condition is not observed. Any persons other than members of your party must not use the facilities at HJE.

#### 7. LIABILITY

HJE its employees and representatives shall not be liable to you or your party for loss or damage to your property howsoever arising. You must take all necessary steps to safeguard yourselves and your property.

#### 8. CARE OF THE PROPERTY

You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property. You must leave them in the same state of repair, and in a reasonable clean and tidy condition at the end of the rental period. You are responsible for the behaviour of any other guests at the property during your stay. You must not use the properties for any dangerous, offensive, noxious, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to the owner or other neighbouring properties. Smoking is not allowed in any of the properties. Any damages will have to be paid for in full within seven days of notification. We recommend that you have insurance in place to cover this.

## 9. DAMAGES & BREAKAGES

You are legally bound to reimburse us for replacement, repair or extra cleaning costs on demand.

## 10. WIFI

Wi-Fi is provided for the guest's reasonable use. The guest agrees to reasonable and lawful usage of this service. WiFi cannot be guaranteed, HJE will make every reasonable effort to ensure WiFi is available.

## 11. RIGHT OF ENTRY

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

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## 12. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return.

## 13. DRONES, NIGHT LANTERNS AND FIREWORKS<sup>[1]</sup><sub>[SEP]</sub>

The use of drones is not allowed without our express written permission. Fireworks are not allowed without our express written permission. Night Lanterns are expressly forbidden.

## 14. PETS<sup>[1]</sup><sub>[SEP]</sub>

We welcome dogs in all our properties, but you must adhere to the maximum number per property stated on the website. In order to maintain our standards for everyone to enjoy, it is necessary that guests bringing dog(s) agree to these conditions.

## 15. CHANGES TO THESE BOOKING TERMS

These Booking Terms were most recently updated on 21 April 2023. However, please be aware that we may update these Booking Terms from time to time. We may make these changes by posting a copy of them on the website: please check the latest version of these Booking Terms before you make a Booking to ensure you understand the legal terms that apply at that time. Any changes will take effect 15 days after the date on which we post the modified terms on the website. If you continue to use the website after that period has expired, it means that you accept any such changes.

## 16. BREACH OF TERMS BY GUESTS

We shall also not be responsible for having to find alternative accommodation if you breach any of your obligations under this contract.