



Terms & Conditions The Contract

This is a legally binding contract between the owner of Darley House, Lucy Arterton (the "Owner"), and you as party leader (the "Party Leader"). Any reference to either 'me' or 'I' in these Terms and Conditions refers to the Owner. 'You' or 'your' are references to the Party Leader. Nothing in these conditions affects your normal statutory rights.

1 Your Booking

1.1 You must be at least 25 years old when you book Darley House. We do not accept any stag or hen parties.

1.2 Any disputes or queries relating to this contract will be between the Party Leader and the Owner. The Party Leader will assume responsibility for all guests who make up the holiday party and compliance with these rules by all holiday party members.

1.3 Sub-letting or selling the booking to someone else is not permitted. In the event of this happening no monies will be refunded.

2 Payment and Confirmation

2.1 Bookings made through our online booking system are provisional until confirmed by the owner.

2.2 A deposit of 30% of the booking price (the "Deposit") is payable at the time of booking. The confirmation form (the "Confirmation") will be issued on receipt by the Owner of the Deposit and this contract will be effective from the date on which the Owner issues the Confirmation.

2.3 The Owner has the right to refuse any proposed booking prior to the issue of the Confirmation. The Owner reserves the right to refuse or revoke any bookings from parties that may in their opinion (and at their sole discretion) be unsuitable for the property.

2.4 When the Confirmation is received, the Party Leader must check the details carefully. If anything is not correct you should tell The Owner immediately. The Owner will amend the Confirmation and send the Party Leader an updated Confirmation.

2.5 The balance of the booking price must be received no later than 70 days before your arrival date, together with an additional damages deposit of £500 (the "Refundable Damage Deposit") (see below). The Owner reserves the right to cancel the booking if full payment has not been received by 70 days prior to your arrival. If you book less than 70 days before the arrival date, payment of the total cost, plus the Refundable Damage Deposit is due at the time of booking.

2.6 Payment can be taken by bank transfer, cheque or PayPal (there is a 2.9% charge for PayPal). Bank details will be provided with an invoice to be received with the Booking Form and these Terms and Conditions.

3 Occupants

3.1 Only those listed on the booking form may occupy the premises. The Owner reserves the right to refuse entry to the entire party or to ask the entire party to vacate the property during their stay if this condition is not observed.

3.2 The maximum number of occupants is 14 plus two infants under 2 years old for family groups and a maximum of 10 for all adult groups. Some of the rooms have single day beds for flexibility and additional capacity.

3.3 Any requests for additional party members must be arranged and agreed by The Owner at the time of booking and in any event, prior to arrival. Failure to do this may result in your booking being cancelled. There will be an additional charge where guest numbers exceed the standard number of occupants.

4 Damages and Breakages

4.1 All damages and breakages at Darley House (including any additional cleaning costs incurred due to the property being left in an excessively dirty condition at the end of your stay) are the legal responsibility of the Party Leader and should be notified to the Owner before the end of your holiday.

4.2 The costs of all damages, breakages or additional cleaning shall be payable on demand. These costs will be deducted from your Refundable Damage Deposit, but are not limited to that amount. You may be invoiced for the difference between the Refundable Damage Deposit and the actual cost of the repairs/cleaning.

4.3 No repairs of any kind to Darley House or its contents must be attempted by you, or any of your party.

4.4 Please let me know about any problem with any appliance or fixture or fitting as soon as possible and I will ensure that, within a reasonable time, this is repaired or alternative arrangements are made.

4.5 The balance of the Refundable Damage Deposit (less any deductions as set out above) will be refunded within 10 working days of the end of your booking. The Owner reserves the right to repossess Darley House at any time where you or any member of your party has caused damage or behaves in an unreasonable way. The Owner shall not be liable to make a refund of any remaining portion of sums paid under this Contract.

5 Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any problem or cause for complaint it is essential that you contact the Owner or their representative immediately so that an investigation can be carried out and any necessary action taken. In no circumstances can compensation be paid for any complaints that are made after the hire has ended or where the Owner or any representative has been denied the opportunity to try and put matters right during your stay.

6 Liability

6.1 The use of Darley House and gardens is entirely at the risk of all members of the holiday party and no responsibility can be accepted for injury, loss or damage to such party or their belongings.

6.2 Holiday party members are asked to take care at all times while at Darley House and parents are asked to ensure that children are kept safe, accompanied by a responsible adult, and not left unattended either in the house or gardens. Please note that there is a small, unfenced pond in the garden, various steps around the garden and that the boundaries are made up of hedges which may not act as a secure barrier.



7 Your responsibilities

7.1 For the whole of the period included within your booking, you will be responsible for the property and will be expected to take good care of it.

7.2 Prior to arrival you will be sent a digital welcome book with some information about Darley House and the area which includes the fire policy and procedures. You are responsible for ensuring all guests and their family members are familiar with the fire policy and procedures.

7.3 Should there be any specific health or mobility difficulties which affect a party member, this must be pointed out at the initial booking stage so that the suitability of the property can be assessed.

8 Arrival and departure

8.1 Darley House will be available to you after 4 pm on the start date of your holiday and you must leave by 10 am on the last day. You must allow me, or any representative of mine, access to the property at any reasonable time during your stay.

8.2 Our gardener will be present in the garden twice a week, (usually on a Thursday and Friday arriving at 7am) and will endeavour not to disturb you. Your right to occupy the property is limited to a right of occupation for holiday purposes and such right shall terminate at 10.00 am on the scheduled date of the completion of the holiday.

8.3 The owner reserves the right to change these times particularly during the COVID pandemic, or similar, when extra time is required for cleaning and fogging of the premises.

8.4 The property and all equipment and utensils must be left clean, tidy and in their original position at the end of your holiday booking.

9 Bed linen, towels and cleaning

9.1 Bed linen and bath/kitchen towels are provided and included in the price of the hire. Please note that I can supply two cots and two high chairs on request and free of charge, but I do not supply cot bed linen.

9.2 The cost of cleaning, when the house is left in a tidy and reasonable state, is included in the price.

9.3 Any extra cleaning time required due to the condition that the premises is left in will be calculated by our cleaning team and be payable by You.

10 Smoking

Darley House is a non-smoking property. Please note that smoking is not allowed anywhere inside Darley House. I reserve the right to seek compensation (including consequential loss) for any damage and additional costs of cleaning (such as dry cleaning of curtains and furnishings) caused by a guest smoking within Darley House. Consequential costs may be incurred where it is not possible to remove the smell of smoke from Darley House prior to the arrival of the next guest who subsequently demands compensation due to the smoke damage and/or smell.

11 Noise

There is a zero-tolerance policy on late-night noise. All outside music is prohibited after 10.00pm in



consideration of the neighbours. Fireworks and nightlights are not permitted under any circumstances. PA, sound systems and amplified music are not permitted. Drones are not permitted without prior permission.

12 Pets

No dogs and any other pets are allowed at Darley House.

13 Lost Property

If you leave any of your personal items after your stay, I will contact the Party Leader or please feel free to contact me if you think you have left anything. I will hold lost property for 1 month then dispose of it.

14. Cancellation Policy

For Bookings placed post January 8th 2021 these new Terms and Conditions apply to cancellations.

Bookings placed prior to 8th January are covered under a different set of terms and conditions and are available by emailing info@darleyhouse.com

14.1 If your booking has to be cancelled because Darley House is put under Government Restrictions and has to close and the period of closure covers your booking. **You will be refunded in full.**

14.2 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.**

14.3 If your booking has to be cancelled because Darley House 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: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) 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; (d) nuclear, chemical or biological contamination or sonic boom; (e) 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; (f) collapse of buildings, fire, explosion or accident; (g) non-performance by our suppliers or contractors; and (i) failure of utility service, and the period of closure covers Your booking. **You will be refunded in full.**

14.4 Customer inability (or the inability of any, some or all of Your intended party) or disinclination to travel to and stay at Darley House for any reason.

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 re-let 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.

14.5 Cancellations must be notified to Darley House by phone and email and once received in writing we will confirm the cancellation request.

14.6 Darley House will apply the scale shown in the table below to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

Number of days before start of holiday that notification of cancellation is received*	The percentage of total booking value payable by the Customer
More than 90 days	5% of the booking cost
70 to 89 days	30% of the booking cost
45 – 70 days	50% of the booking cost
30 – 44 days	75% of the booking cost
3 – 29 days	90% of the booking cost
0 – 2 days	100% of the booking cost

*In order to ensure speedy receipt, and thereby processing, of cancellations, Darley House 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 Darley House. Any amounts due for refunding will be made within 14 Days.

14.7 On receipt of the cancellation, the above table states the amount that the Customer remains liable for at that point in time. Darley House will then use reasonable endeavours to obtain a replacement booking. In the event that Darley House is successful in obtaining a replacement booking, I will refund to the Customer the total amount paid by the Customer for the booking less any booking fee and less the difference in price between the Customers' booking and the replacement booking if one is made.

14.8 It is the responsibility of the Customer to acquire suitable travel insurance for themselves and their party to cover the booking. Darley House 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-virus.aspx>

<https://www.gocompare.com>



We are not selling, promoting, endorsing or recommending any particular product, and do not benefit financially from, nor have any formal relationship with, any of these providers.

15. THIRD PARTY SUPPLIERS (such as chefs etc)

a/ If you want to use the services of a third-party supplier whilst staying at Darley House you must ask and receive written permission to do so. This may be for a chef, beauty treatments, bouncy castles etc

b/ Darley House would need to see the third-party supplier's public liability insurance, and any other related/required certification. Darley House will then seek approval from Darley House insurers to allow the third-party activity to take place.

c/ If all insurances and certification are satisfactory to Darley House and our insurers, permission to invite these suppliers to Darley House will not be unreasonably withheld.

d/ Darley House does not accept liability for the activities of these third-party suppliers.