

Horspool Retreat Booking Terms and Conditions

The Booking Terms & Conditions are detailed as T & Cs, for ease of reference.

1. **IMPORTANT *Please Note* It is extremely important for you the Lead Name of the booking to read through the entire Terms & Conditions for the booking made with Horspool Retreat.**
2. The Booking Contract, is agreed between Horspool Retreat and yourself "The Lead Name of the Booking" (The Guest(s)). Therefore agreeing to the T & Cs and payment for your stay at Horspool Retreat.
3. Failure to make payment in full, on time and/or to adhere to the T & Cs is a breach of contract and as such, your booking will be terminated immediately.
4. Should your contract be terminated due to a breach of contract, you the guest(s) will remain liable for the full booking amount.
5. Failure to make payment in full could result in Horspool Retreat taking legal action, to recover the monies owed.
6. **Cooling Off Period**
7. Once the Guest/Consumer have paid either the Holding Fee, Deposit or made Full Payment and Contracts have been exchanged along with the Terms & Conditions received, you the (Guest/Consumer) are provided ten days cooling off period.
8. The Trader/Horspool Retreat advise that the Guest/Consumer take legal advise over these Terms & Conditions during the ten day period. Following the ten day period, it is agreed by both the Trader/Horspool Retreat and the Consumer/Guest, that you are satisfied, understand and consider the Terms & Conditions of the Contract to be fair for both parties.
9. Taking into consideration the Consumer Rights Act, Sections 52, 53, 54, 58, 62, 69 & 71 and the clauses put in place in paragraphs 257 to 266 of the T&C's. The Consumer/Guest has been offered the opportunity to take legal advice and that they are fully satisfied with the conditions and consider them fair for both parties.
10. The Guest/Consumer agrees that they have understood the Terms and Conditions and that there is no ambiguity with the meaning or words detailed.
11. The Guest/Consumer also agrees that the contract is not frustrated or impaired in the unlikely event of a change of date. This is due to the fact the Guest/Consumer are satisfied, provisions have been put in place, to provide an alternative like for like date (Should it not be possible for the dates agreed, to proceed) or in the alternative, they will seek reimbursement through their insurance provider, for the booking cost, as agreed in the Booking Contract.
12. **IMPORTANT *Please Note* Covid-19 Terms & Conditions relating to your booking contract rights with Horspool Retreat.**
13. In regards to Covid-19 tier systems and lockdown restrictions, please ensure you have carefully read through the T&Cs and in particular paragraphs, 29-38, 222-232, 233-256 & 257-266 in relation to the guest(s) consumer rights. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.
14. In particular the T & Cs are specific and ask you, "The Lead Name of the booking "to ensure you have taken adequate insurance to cover **the entire cost of the booking. Or alternatively**, you have advised your guest(s) to take individual insurance cover for their own payment due for their stay. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.
15. It is agreed by the Guest/Consumer that the Trader/Horspool Retreat has no responsibility for the guest(s) failure to ensure there is adequate insurance in place, for their stay at Horspool Retreat. Failure of the Guest/Consumer to en-

sure they have adequate holiday insurance, is a breach of contract. This condition of the contract, is agreed by the Guest/Consumer. We cancel the booking with loss of deposit.

16. The Consumer/Guest agrees to accept their stay has not been frustrated due to the holiday not proceeding, as the Trader/Horspool Retreat, confirms that we will provide an alternative like for like stay or in the alternative, the Guest/Consumer agrees to use their holiday insurance, to recover monetary outlay. . To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.

17. Once you have paid the required deposit, it will be deemed that you have accepted the Booking Contract and T&Cs.

18. All Booking Contracts MUST be returned within 14 days for your booking to be valid. If not returned within the 14 day period, they will be deemed as unchangeable and accepted as correct.

19. **These Booking Terms & Conditions are made by:**

20. **Names:** Tina & Jamie Polak T/A Horspool Retreat

21. **Address:** Horspool Retreat, Gibsmere, Nottingham, NG14 7FS

22. **And agreed by:**

23. The Lead Booking Name on the contract. The Lead name must be aged 25 or over (unless pre agreement is reached). The T&Cs of the contract also apply to the entire booking party. I. E numbers confirmed on the Booking Contract. The Lead Name **agrees** that their guests are aware of our Booking Terms & Conditions and The House Rules and Swimming Pool Rules prior to their visit. There are no amendments to this policy.

24. **What you have paid for:**

25. You have booked the Retreat as Self Catering Accommodation only. You have not paid for any additional services, **example** "Event or Venue Hire". Unless pre agreed on your booking contract. We do not provide food or drink in the cost of your stay.

26. Please read the Booking T&Cs. None of the contents affects your normal statutory rights.

27. **IMPORTANT: YOUR RATE IS BASED ON THE AGREED NUMBER OF GUESTS ON THE CONTRACT ADDITIONAL GUESTS ARE NOT PERMITTED ON SITE FOR ANY REASON, UNLESS PRE-AGREED.**

28. **ANYONE FOUND NOT ADHERING TO THIS WILL HAVE THEIR CONTRACT TERMINATED AND ASKED TO LEAVE IMMEDIATELY.**

29. We use external CCTV to ensure the correct number of guests are on site.

30. **Insurance:**

31. It is a fundamental term of this Contract that you have adequate insurance during your stay at Horspool Retreat, should you wish to cancel your booking for any reason and require a refund. The Lead Name of the booking agrees adequate insurance cover for the entire cost of their stay and for the group numbers has been taken. Alternatively, each individual member of the group will require adequate insurance cover, for their share of the cost paid. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-265. It is agreed by the Lead Name of the booking to ensure adequate insurance is put in place or that the individual members have adequate insurance. Failure to ensure you or your guests have adequate travel insurance you and your guest(s) are in breach of contract.

32. Horspool Retreat is 100% non refundable and payments are not returned to you for any cancellation reason, including **FORCE MAJEURE.**

33. In the event of a **Force Majeure**, It is agreed that an alternative "like for like" date will be provided. This is subject to availability. Feel free to check availability from the Horspool Retreat website.
34. It is agreed by the Lead Name of the booking that an alternative date is non exhaustive, You the guest(s) agrees to these terms..
35. Unless already booked, Christmas, New Year and any other special circumstantial date is excluded from the "like for like" offer. Unless an additional payment amount has been agreed.
36. Horspool Retreat detail, as such, that the guest agrees, the contract between us is not frustrated as an alternative booking date will be accepted.
37. Alternatively, the guest/consumer agrees they will use their insurance cover, to recover their monies paid out to the Trader/Horspool Retreat. This also negates the contract being frustrated as the Guest/Consumer agrees that the contract has been discharged by accepting the terms and or payment from the Travel Insurance Company.
38. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.
39. **IMPORTANT *Please Note*** Any breakages, damages losses etc that must be claimed through our insurance, and are above the amount of the Security Deposit paid, will be invoiced direct to the Lead Name on the booking contract. This is direct from our Insurers. This list covers the entire building and its contents and is non exhaustive. Examples are, breakages, damages and fire. Following the clean after your departure and Management Itinerary check, you the guest(s) agree that the Security Deposit will be returned minus the cost of any damages and/or breakages, loss of items and additional cleaning if required. The Trader/Horspool Retreat will forward the Security Deposit Balance into the account (**Guest Bank Details**) provided and email any charges if applicable, relating to your stay.
40. **Once a booking contract has been agreed**
41. Should the number of your guests reduce below that already agreed on the contract, **we do not** refund the deposit paid.
42. **We do not** return any part of the payments. We advise Clients to seek a refund, from their insurance.
43. The total amount owing is agreed on the contract. Once paid, this is the only point which Horspool Retreat then considers the contract as fulfilled.
44. **Changes, amendments and cancelation of guests stay.**
45. If you wish to change the booking in anyway, this will only be accepted in writing, by the Lead Name on the Booking Contract. This must then be agreed by Horspool Retreat.
46. We do not accept any amendments to your dates, this is treated as a cancellation and no monies will be refunded. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.
47. **Booking Contract**
48. You may return the Booking Contract with TBC (To Be Confirmed) for the names if this will help you return the contract speedily. Adding the names prior to arrival, will be accepted.
49. You may also request the contract to be copied into an email, if you only have access via a phone, iPad or other electronic device.
50. The Booking date is only deemed as confirmed, once the 30% deposit or full payment has been paid.

51. We have no responsibility to any person on the booking, other than the Lead Name of the Booking Contract. This applies to any discussion about your stay at Horspool Retreat. We do not accept any alterations to this procedure, unless pre-agreed.

52. **Guests Obligations**

53. You agree to comply with our T & Cs and House Rules and ensure that they are shared and observed by all the members of your party, prior to arrival.

54. **IMPORTANT. Please note.** We are entitled to amend our Terms & Conditions at any point prior to your arrival date. The Guest/Consumer agrees that the most current Terms & Conditions displayed on the Trader/Horspool Retreats website, will be used in the unfortunate event of any dispute, in a UK Court of Law.

55. Please ensure you regularly check our website for any updates. It is agreed by the Guest/Consumer that Horspool Retreat/Traders most current Terms & Conditions displayed on their website will be used, in the unlikely event of a dispute. We also send a copy to you when periodically communicating about the booking.

56. It is the responsibility of the Lead Name of the booking to ensure you and guest(s) have the most recent version of the T & Cs that are implemented for your stay. These are sent at the following times and are not limited to: Enquiry. Deposit paid. Chasing balance due. Confirmation Letter. Security Deposit payment. Reminder of key code.

57. **Law**

58. The Booking Contract agreed by Horspool Retreat and the Guest(s) is governed by the law of England and Wales. We both agree that any dispute matter or other issue which arises between us, will be dealt with by the Courts of England and or Wales. You agree that the dispute will be heard in a court local to Horspool Retreat. Nottinghamshire. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.

59. **Disputes**

60. If a dispute arises, you agree to go through the correct legal channels to resolve any disagreements between Horspool Retreat (Owners) and yourself (Lead booking name on the contract), This is in a court of law. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-264.

61. In the event you or your guest(s) threaten Horspool Retreat, to try and defame and or make libellous and or factually incorrect statements and claims about the process of booking and your stay, you agree to pay the full cost of Horspool Retreats legal costs and any damages that are incurred.

62. This also applies to the booking where you yourself have not stayed with us and have been referenced to as a friend, family member, colleague or any third party.

63. This list is non exhaustive and is for the sole reason of the The Lead name/Guest/Consumer to extort money, by using blackmail and or threatening the use of social media, search engines, press or media.

64. You as the Lead Name on the booking, will be asked to remove any remarks or statements made by you, your guests or third party, within 48 hours. This is clearly detailed above in sections 59-65. After this period, we will approach the Police and or our Litigation Team and pass over the comments for their decision to be made. For each day our Social Media Accounts are removed from the public, due to untrue comments, we reserve the right to invoice Horspool Retreat losses to the Lead Name of the Booking.

65. **IMPORTANT Please Note*** In the unlikely event that you are dissatisfied with the cleanliness of the property, condition of the beds, damage to furniture (This list is non-exhaustive) **you agree** to notify a member of Staff immediately and during your stay

66. The contact numbers are provided on the Booking Contract, Confirmation Letter. Text message, Business cards and Guest Book (left by the welcome tray).

67. We ask for the opportunity to rectify the issue during your stay and not once you have departed the property.

68. You are obligated to contact Horspool Retreat to report this on the numbers or email provided.

69. Please leave a message, should a member of Staff not answer. We will endeavour to contact you as soon as possible.

70. You agree to not make false allegations or counter claim against Horspool Retreat. This is following on from an email, telephone call, or text message notifying you that your security deposit will be retained after departure.

71. We retain the security deposit until it can be established the specific reason and provide a comprehensive list confirming any damages, breakages or items missing that occurred during your stay.

72. We will provide an estimated time frame to quote the costs of repair and or replace the item(s). This will be subject to the expected arrival and fitting date(s) of the item required. This may be also delayed, if we have clients staying and the work cannot be carried out.

73. This list is non exhaustive, but covers the entire property, internally, externally and the property grounds.

74. Arrival & Departure Times

75. You can arrive and depart from your accommodation at the agreed times. These are specified on your Booking Contract. It is possible to amend the times subject to our availability. Please enquire by email for the amendment rate.

76. Your departure time must be on time or before the time agreed on your Booking Contract, Confirmation Letter and text message.

77. The majority of our bookings have a 4 hour turn around period. Therefore we ask you to respect this due to our comprehensive cleaning schedule and any delay for the next clients collection of keys. We confirm we are members of the AA" and Visit England We therefore have extra duties to perform.

78. Any late departures are charged as follows:

79. 15 minutes £40.00

80. 30 minutes £90.00

81. 45 minutes £150.00

82. 60 minutes £200.00

83. We need a minimum of 4 hours cleaning time between each booking. We can on occasion offer an amendment to this in some instances and where we have availability to do so.

84. This must be requested in advance of your stay and we can provide the charge of any additional cleaners required to assist with this.

85. Services, to Include Catering at the Property

86. We supply details of our Chef. We do not accept another Private Chef or Catering Company in to the Property The reason for this is "they as a Team" are aware of the kitchen appliances etc.

87. This saves any delay with serving of the food. They are also aware of our stock in the kitchen, such as cutlery cups, plates, glasses, pots and pans.

88. Other companies have been known to take these items in error and have not returned them. Therefore the invoice for cost is sent to you the Client for their replacement.

89. Our Chef also has the correct insurance policy in place to cover your booking. This is no less than a 5 million pound Liability Policy.

90. This statement also applies to the list of our other recommended "Services" detailed on the website. We do not accept an alternative DJ or Therapist, other than the ones we list. There are no exceptions to this. This is due to the insurance cover that is required whilst the Service are on site at the property.

91. We do not accept any amendment to this policy.

92. Please see our website www.horspool.co.uk under "Services"

93. In regards to other Services, please seek permission and if granted, it is the responsibility of the Lead Name on the Booking Contract to check if these companies have correct and adequate insurance to cover any breakages, losses or damages caused, whilst providing their services. We reserve the right to alter the minimum Liability Insurance for any Services subject to regulation alterations our Insurance Cover make on renewal.

94. *We need a copy of their up to date liability policy for a minimum 5 million pound cover**

95. Any damages, breakages or losses caused by non preferred or agreed companies, will be invoiced to the Lead Name on the Booking Contract.

96. Any Companies that attend and have not been authorized will be treated as a breach of contract and we have the right to terminate you're booking without return of any monies paid.

97. Property Check List

98. **IMPORTANT *Please Note*** The property is closely inspected prior to your arrival and after your departure. Our Cleaning Manager and Staff provide a full and detailed check list. This list can be checked if required on arrival and prior to your departure. Upon request should you believe there are any discrepancies to our statement of findings.

99. Cleaning During Your Stay

100. Occasionally, we do request to clean the property whilst you are staying, however you will be notified and given a schedule of time to be agreed and convenient.

101. **IMPORTANT *Please Note*** In the unlikely event that you are dissatisfied with the cleanliness of the property, condition of the beds, damage to furniture (This list is non-exhaustive), you agree to notify a member of Horspool Retreat Staff immediately, so that we are provided an opportunity to rectify the issue during your stay and not once you have departed the property. You are expected to contact Horspool Retreat on either the numbers and/or email provided. Please leave a message, should a member of staff not answer your call. We will return your call as soon as reasonably possible..

102. Window Cleaning

103. Window Cleaners maybe on occasion still be on site, or need to visit the property. They will leave as promptly as possible. We always try to update Clients in advance.

104. **IMPORTANT Please Note*** In the unlikely event that you are dissatisfied with the cleanliness of the windows in the property, (This list is non-exhaustive), you agree to notify a member of Horspool Retreat Staff immediately, so that we are provided an opportunity to rectify the issue during your stay and not once you have departed the property. We request you contact us during your stay and not after departure. Please leave a message. We will return contact as soon as reasonably possible.

105. **Access into the Property for repairs**

106. This is sometimes necessary if an item has been broken or damaged, or needs to be upgraded. You agree to allow us or any representative of ours access at any reasonable time during your stay. This is for the purpose of essential repairs only.

107. In the unlikely event that you are dissatisfied with a broken item (This list is non-exhaustive), you agree to notify a member of Horspool Retreat Staff immediately, so that we are provided an opportunity to rectify the issue during your stay and not once you have departed the property. You are expected to contact Horspool Retreat. Please leave a message, so it is a member of staff can contact you within a reasonably possible period.

108. **Payment**

109. You may pay for your booking with a Holding Fee. This is generally £100.00. Although this is non refundable, it is deducted from the balance of your deposit, should you proceed. The balance is then due on or before 10 days when payment is received.

110. **Weekend Stay:** To confirm your booking, a 30% deposit will be requested. Within the period specified on your booking contract and 10 weeks prior to your arrival date, the balance will be required. Approximately 7-14 days prior to your payment due date, a reminder of your payment will be sent to you by email, text message or social media contact.

111. **Mid Week Stay:** To confirm your booking, a 30% deposit will be requested immediately. Within the period specified on your booking contract and on or before 4 weeks prior to your arrival date, the balance will be required.

112. **IMPORTANT *Please note*** If it is you fail to make the payment due to us in full and on the time specified we may treat your booking as cancelled.

113. **IMPORTANT *Please Note*** Alternatively you may agree a late payment date in advance and in this instance an **automatic charge of £15.00 for each day will be added to the balance due**. We do not accept any amendments to this procedure.

114. **45. IMPORTANT *Please Note*** If your balance for the booking is not received in full within 3 days of the due date, you will receive an email and or text message reminder. This is followed by a cancellation email and or an a copy by text message advising you the booking is cancelled with loss of payment. No further reminders will be sent.

115. We do reserve the right to seek the balance of the payment due in full, with a court of law, subject to our T & Cs. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-265.

116. Once your deposit and or final payment has been made and is showing cleared, a Booking Contract, Confirmation Letter along with a copy of our T & Cs and House Rules, Pool Rules will be emailed to you.

117. Please check all the information carefully. Any errors or omissions should be reported to us immediately.

118. **Prices**

119. The price quoted at the time of the booking will be confirmed as definite, once full payment is received. We have the right to amend the cost at our discretion, for bookings over 12 weeks before arrival. In general, this only relates to any changes made. This includes adding guests, or any booking amendments.

120. **Breakages, Damages, Losses & Security Deposit**

121. **IMPORTANT *Please Note*** A payment will be required prior to entering the property. This covers any breakages, damages and or any loss that may occur at the property during your stay. This is to cover breakages, damages and/or additional cleaning. Horspool Retreat/Trader may charge guest(s) anything from a **minimum Security Deposit of £50.00 per person**. Infants and children are discluded from this charge.

122. **IMPORTANT: *Please note*** Any damages, breakages or items costing in excess of the Security Deposit amount, will be invoiced to the Lead Name on the Booking Contract, this is invoiced direct from our Insurance Company.
123. The Security Deposit for your booking, is requested to be paid on or before 48 hours before arrival. The payment will be held and returned to the Lead Name on the Booking Contract, subject to our T&Cs and House Rules met.
124. After your departure, we will notify you within 24-48 hours of any breakage(s) and or damage(s); however we reserve the right to extend this period if required, with an explanation. We will also withhold the security deposit until such time the repair or loss of the item is replaced and the matter is considered closed.
125. Our exceptions include, delays due to another booking in the property or the time taken for the parts or tradesman to arrive. We reserve the right to this statement for up to a 6 month period if required. (This would be re-ordering delay)
126. A cost of £15.00 per hour will be charged for our time in reference to attending Horspool Retreat with any specialist tradesman and collating the information, for any breakages, damages, repairs and cleaning.
127. This payment also takes into account any emails in correspondence, preparation of the damages, work to be instructed, undertaken and completed. Also any items which will need to be taken for repair or replacement (traveling time and petrol cost).
128. **IMPORTANT *Please Note*** You agree not to make false allegations or counter claim against Horspool Retreat, following an email from a member of Horspool Retreats Staff after your departure notifying you, there will be deductions from your security deposit and/or further claims for damages to the property. Any additional cleaning and/or rubbish removal, that you The lead Name and your guest(s) have caused during your stay.
129. **Items Removed From the Property**
130. Any items will be invoiced and deducted from the security deposit. This list is non exhaustive and includes the entire contents of the property and grounds. This is an example, such as bathrobes, towels, any **White Company Luxury Toiletries Bottles**, bed linen, pillows, quilts, coat hangers, books, DVDs, the chess pieces, any kitchen items, tv remote, hairdryer(s) etc.
131. ***Luxury Package*** All items pre-paid or purchased on arrival, are to remain on-site for use during your stay only and are not permitted to be removed from the property. In the event of the luxury package being purchased on arrival, items cannot be removed and these T&C apply during your stay. Including any **White Company Luxury Toiletries Bottles**.
132. **Additional Cleaning Charges**
133. Please leave the property as you found it on arrival, to include removal of all bottles, cans and general rubbish. We invoice any additional cleaning. **Additional cleaning is that which is classed as overly excessive to a "normal stay"**. The charge is £25:00 per hour, per cleaner. This includes excessive amounts of any drinks and or alcohol sprayed up the walls and over the floors. We have underfloor heating and the alcohol and or drink dries to a sticky substance that can be very difficult to remove, and requires extra attention for cleaning purposes.
134. This also extends to the removal of any discarded Cigarette Butts, Glitter, Confetti or Party Poppers left inside and or outside of the property. Pool Floats must be removed from the swimming pool on your departure . There are 2 large commercial bins at the Property entrance and these maybe used for you to discard them, along with any rubbish. The floats and rubbish are not to be left behind inside of the Property. **Removal of any discarded bottles, food and rubbish (list non exhaustive) and pool floats is charged at a flat rate of £50.00. This is deduted from your Security Deposit.**

135. **IMPORTANT *Please Note*** Smoking is strictly prohibited inside of the property. **An immediate charge of £200.00** will be deducted from the Security Deposit if there is a heavy smell indoors. This includes a smell of Cannabis and or Sheisha Pipe used. **We make no exception to this rule.**
136. **IMPORTANT * Please Note* We make no exception to the following:**
137. Glitter, Confetti and Party Poppers are strictly prohibited inside the property, surrounding gardens, grounds and car park. Pool Floats are not to be left in the swimming pool after departure. The pool cover must be over the pool on departure . A charge is made of £100.00 from your Security Deposit if this is not carried out.
138. ***Please Note*** The **minimum charge of £100.00** will be invoiced if it is we find it present in the property, or externally in the grounds and car park. **We make no exception to this rule.**
139. Occasionally and due to unforeseen circumstances, the cleaners may still be on site when you arrive at the property. We apologise for any inconvenience this may cause, and assure you they will leave promptly and as soon as any outstanding cleaning has been completed.
140. You must agree to keep and leave the Property and the furnishings, fittings, kitchen equipment, crockery, glasses, beds, bed linen and towels, in a clean condition and as found. The towels are checked for heavy staining and this will be invoiced to you.
141. **IMPORTANT *Please Note*** Do not sleep in the beds with **fake tan**.
142. To have the fake tan bedding linen laundered there is an **additional £10.00 charge per item**. This amount is invoiced to the Lead Name on the booking contract. If it is the stains cannot be removed from the bedding, a replacement item will be invoiced. **Charges and as an example are from £45.00 for a duvet. Pillows Cases £10.00. Fitted Sheets £25.00.**
143. The towels we leave are white and must not be used for hair dye and or fake tan. The towels are checked for heavy staining and this will be invoiced to you.
144. To replace these we make the following **charge: £15.00 per hand towel, £20.00 per bath towel and £30.00 per swimming pool towel**. We do try to clean them ourselves, but if it becomes apparent the stains cannot be removed, we contact you and deduct the amount for replacement from the Security Deposit paid, or send an invoice for payment.
145. **Moving Furniture**
146. **IMPORTANT *Please Note*** We do not permit any furniture to include, sofa's, all table's etc (non exhaustive list) to be moved. Do not take any internal furniture outside to include dining chairs or any other internal seating, tables etc. We accept no responsibility for any injury caused, if this is not adhered to.
147. **The Guest/Consumer Agrees to:**
148. You must agree not to cause any malicious damage to the walls, doors or windows of the property. You must not spray drinks up the walls and or ceiling. You will be invoiced for the removal. **The Additional cleaning is charged at £25:00 per hour, per cleaner or tradesman as required. Breakages and Damages will be invoiced separately.**
149. You agree to take all necessary steps to safeguard your personal property. We accept no liability to you in respect of personal damages or loss at the property. Please ensure valuables are safely locked away if it is you employ your own service to visit the property.
150. You cannot allow more people to stay or visit for any duration, other than expressly authorized. Nor can you significantly change the make-up of the party during your stay. You cannot book for a person or group, if you are not staying.

151. You are unable to authorize a person, company or companies to attend the property or the grounds, without our prior knowledge.
152. **IMPORTANT *Please Note* Pets are not allowed.** We reserve the right to refuse you're booking, without refund. You will be refused keys to the property and or forced to vacate the premises if this is requested in advance and under certain circumstances, we do accept pets, However they are charged on size and type of pet, due to the type of moulting of pet hair and the extra cleaning that is involved in this. **Additional cleaning is charged at £25:00 per hour, per cleaner.**
153. We will treat any of these circumstances as a cancellation of the booking by you. We use our Exterior CCTV System as evidence.
154. **CCTV Security Cameras**
155. **IMPORTANT *Please Note***High resolution night and day cameras are situated on the exterior of the Property, this is for the properties safety. They are also situated in the internal courtyard area.
156. Evidence from the recording maybe used should we need to do so, in breach of any T&Cs, that are detailed on this document.
157. Any number of people visiting and not previously agreed that are seen in excess of your "Booking Contract" We reserve the right to terminate your contract and ask you to leave immediately.
158. **Changes, amendments and cancelation of guests.**
159. If you wish to change the booking in anyway, this will only be accepted in writing by the Lead Name of the Booking. This is the person who originally made the booking with us.
160. We do not accept any amendments to your dates, this is treated as a cancellation and no money will be returned. Please see our Force Majeure exceptions to this condition. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 257-266.
161. **Package Alterations**
162. In the event you upgrade your package (Luxury Package) at a later stage or indeed on arrival and or during your stay, T&Cs apply and deemed accepted by the Lead Name of the booking and therefore their entire party.
163. **Cancellation**
164. Any amendments to the booking, will only be accepted in writing from the Lead Name.
165. Any payment amount(s) then due will be adjusted accordingly and invoiced.
166. Once the Holding Fee or the 30% deposit is paid, these payments are both non refundable.
167. **IMPORTANT *Please Note*** Weekend stays, 10 weeks or more the full payment of the balance is required. Mid week stay, 4 weeks or less. This is clearly detailed on your Booking Contract. If the balance is not received in full by the payment date, you the guest/consumer agree to the additional admin charges applied. **A charge of £15.00 per correspondence will be deducted from your final Security Deposit balance.**
168. If you cancel for any reason, we accept no liability as you agreed to take an insurance policy when you booked with us. This is detailed in bold at the top of your Booking Contract and in our emails to you. It is also clearly stated on the Booking Contract.

169. No monies will be returned by us for any part of the booking. We make no exceptions to this. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.

170. If the balance has not been received in full on the due date. We send a reminder by email and text message. Also through any social media channels we have to contact you.

171. **Changes by us.**

172. It is very unlikely that we will make any changes to your booking once confirmed. If however, due to unforeseeable or unusual circumstances which are beyond our control, and there is a problem with us accommodating your booking, we reserve the right to do so at any time.

173. These circumstances are not limited and may include environmental damage or pollution, flooding & storm, malicious damage or attack of property, fire, aircraft and explosion, earthquake, escape of water, impact, accidental damage of property, subsidence, forced closure by government or local government, terrorism, all virus and disease pandemic (s) to include but not limited to **COVID-19**, property heating failure, loss and/or break in utilities including gas electricity and water, murder or suicide at the property, public emergency and war.

174. Changes include cancellation or amending the booking. These will be notified in writing to you, at any time reasonably possible before your arrival date. If there is not time, verbal notice will be given. Acceptance of this notification must be in writing. No refunds will be offered. If we do need to cancel your stay at Horspool Retreat we will offer a like for like alternative date, subject to availability. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 257-266.

175. **Our responsibility to the booking**

176. We only accept responsibility for the proper performance of our obligations under the contract. We will perform such obligations with reasonable skill and care. We are not responsible for any failure that is due to any loss not directly connected to the contract with us.

177. **Loss of Services**

178. For the duration of your booking, we cannot be held responsible for any acts of God such as power cuts, loss of any mains supply or water which is completely beyond our control. We will of course do everything to ensure that you are comfortable, but we will not re-fund any part of your stay.

179. **Personal Injury**

180. It is a fundamental term of this contract that you have appropriate and adequate insurance in **the event of any accidents** or serious illness for you and your party.

181. **Insurance**

182. It is a fundamental term of this contract that you have appropriate/adequate insurance and/or holiday insurance, in the event of any environmental damage or pollution, flooding & storm, malicious damage or attack of property, fire, aircraft and explosion, earthquake, escape of water, impact, accidental damage of property, subsidence, forced closure by government or local government, terrorism, all virus and disease pandemic (s) to include but not limited to **COVID-19**, property heating failure, loss and/or break in utilities including gas electricity and water, murder or suicide at the property, public emergency and war.

183. Also for any serious illness which restricts you from attending your stay. If you party are not able to attend the property due to the **Force Majeure** reason. We do not offer a refund. We offer a like for like alternative stay. Alternatively we request you claim from your insurance. To clarify, the Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements and clauses detailed in paragraphs 256-266.

184. **Insurance for Services:**

185. Any services that are invited to attend Horspool Retreat by the Lead Name of the booking and or members of your group, you must ensure there is a minimum five million pound insurance cover in place. This is in the event of a claim for Horspool Retreat and if they have caused you or your guests, personal accident, a health issue, injury, death, body breakage, serious illness, theft of personal items in relation to your stay. This list is non exhaustive. We reserve the right to alter the minimum Liability Insurance for any Services subject to regulation alterations our Insurance Cover make on renewal. We only permit our own DJ, Chef, Catering and Therapist(s) to attend the Property, unless we make a prior arrangement with the Lead Name on the Booking.
186. **IMPORTANT *Please note*** No alcohol allowed in the pool area or swimming pool. No glass to include bottles and glasses etc allowed into the swimming pool area.
187. No electrical devices allowed near the pool, to include laptops and mobile phones. Music speakers
188. No running in the swimming pool and gymnasium area No lone swimming
189. No diving in the swimming pool due to the shallow depth
190. No unaccompanied children or pets permitted in the courtyard, swimming pool and relaxation area.
191. Swimming Pool, Property & Water Heating.
192. **IMPORTANT *Please note*** During extreme cold weather conditions and as the whole property is heated by a ground heat source pump, that relies on solar energy, on occasion the maximum heating output to the property may vary.
193. This statement also includes the heating to the swimming pool and the surrounding air temperature. Due to solar energy being required, this may cause a situation where the heating of the property is cooler than we like and this is unfortunately beyond our control.
194. We are also stating that the water temperature in the pool cannot be guaranteed in colder weather conditions.
195. Electric oiled fired heaters are provided in the event additional back ground heating is required. These are left available in all of the bedrooms and further rooms for your additional comfort. Please use these at the times you feel the temperature in the property, is cooler than you would like.
196. **IMPORTANT Please Note** In regards to the pool cover, its very important to leave the cover over the indoor pool when not in use and especially during the night. This maintains the water temperature. The pool is heated by a ground heat source pump. In winter this can cause the water temperature to lower quickly, if the cover is not used. If we note the temperature change on our internal system we will also be notified the time the pool cover has not been covering the pool. Any additional heating required to assist the swimming pool back to the correct temperature will be invoiced to The Lead Name on the Booking.
197. **Swimming Pool Health**
198. In regards to a diagnosis or a known condition to include but not limited to Asthma, eczema, allergies or any other medical condition that may affect your pool use, with or without precautions, the swimming pool is used at your own risk. Please see medical advise before entering the pool, as we hold no Liability for these conditions
199. We accept no responsibility if your hair colour is changed, by the chlorine that is used in the swimming pool.
200. Compensation during your stay will not be applied.
201. It is a fundamental term of this contract that you took an appropriate insurance in the event of any accidents, death, breakages or serious illness for you and your party. We accept no responsibility to this.
202. **Limitations on our liability**

203. Our liability to you for any loss or damage that is suffered will not be accepted. This includes personal injury resulting from the non-performance or improper performance of the services involved and is subject to the limitations above.

204. **Complaints**

205. Every effort has been made to ensure that you have an enjoyable and memorable stay, however if there are any complaints, these must be reported during your stay. If we cannot resolve the problem during your stay, please write to us within 48 hours of your departure.

206. The complaint must be provided in writing and sent to the address provided on your booking contract. If you do not tell us about your complaint immediately our ability to investigate maybe seriously hampered. We will endeavour where possible to return a written reply within 28 days of the complaint being made.

207. In the unlikely event that you are dissatisfied with the property, (This list is non-exhaustive), **you agree** to notify a member of Horspool Retreat Staff **immediately**, We can then rectify this situation for you during your stay.

208. If you report this after you leave, this seriously hampers the help we would wish to provide. You are expected to contact Horspool Retreat on the numbers provided, to include email and or any Social media Channels you contacted us through. Please leave a message, should a member of staff not be available. We will respond where reasonably possible.

209. You agree not to make false allegations or counter claim against Horspool Retreat, following an email from a member of Horspool Retreats Staff after your departure and notifying you, that there will be deductions from your security deposit and/or further claims for damages to the property, additional cleaning and/or rubbish removal, that was caused by The Lead Name or guests during their stay.

210. **Disorderly Behavior.**

211. We have the right to terminate without notice the holiday arrangements of any client whose behavior is such that is likely in our opinion to cause distress, damage, danger or annoyance to Horspool Retreat, our clients and or employees. The property, neighbors, or a third party connected in anyway to the booking. No refunds will be given. We have no responsibility to any person in the booking, other than the Lead Name.

212. **IMPORTANT** In the event you are asked to leave by a staff member of Horspool Retreat, you the Guest(s) and entire booking party, agree to leave Horspool Retreat property immediately.

213. **Financial Security**

214. It is a fundamental term of this contract that you have appropriate insurance.

215. The reservation booked with us is not our responsibility to have covered by any holiday insurances. If you have purchased air travel, car hire or indeed are using any method to arrive at our property, we have no responsibility to you, to amend, change, or cancel the booking, should there be a problem with your arrival or departure details and times. Charges will apply as detailed. We are not Atoll or Abta protected and cannot be claimed as part of a package holiday.

216. **Lighting**

217. We try to be as as green friendly as possible to our environment. We therefore ask that any excessive use of the lighting at the property is avoided. The Electricity Meter is read prior to your arrival and after your departure. If we note lights are left on over night, or in the swimming pool when not in use, or when you have departed, we deem this as excessive use, and a charge will be deducted from your security deposit.

218. **Smoking internally is prohibited**

219. **IMPORTANT *Please Note*** We strictly operate a strict no smoking policy inside of the property. **Any evidence found of smoking internally will automatically receive a £150.00 penalty, which will be invoiced to the lead name on the booking contract.**
220. **Pets**
221. No pets are allowed. Anyone found with a pet at the property, will have the contract terminated without refund and you will be asked to leave Horspool Retreat immediately.
222. **IMPORTANT *Please Note*** Pets can be agreed in advance. We ask for the type of pet, due to pet hair as this impacts the cost of cleaning. **Charges for pets are as follows: £10:00 toy £15:00 small, £20:00 medium, £25:00 for large dog per, per night.** All dogs must be crated and guests must provide the crate. **Any dog found not being crated will be deducted £150:00 and the booking asked to leave immediately. This is a breach of contract.**
223. **IMPORTANT *Please Note*** An extra Security Deposit of between **£50.00 to £100.00 per pet**, for the duration of your stay will be applied.
224. **Force Majeure**
225. In the unlikely event of a **Force Majeure**, Horspool Retreat offers the following cancellation policy for guests:
226. **IMPORTANT *Please Note***
227. Guests are obligated to have suitable travel insurance on agreeing to this contract.
228. Guests remain liable for the full payment agreed in the contract.
229. Payment remains due on the agreed schedule date.
230. Guests will be offered a like for like alternative stay, as per your original booking date and duration in the contract (Subject to availability). This will be subject to availability of dates and will exclude Christmas Eve, Christmas Day, Boxing Day, New Year Eve, New Year Day and other event days Horspool Retreat consider prices to be varied from normal yearly rate.
231. In the event Horspool Retreat implement a force Majeure cancellation policy to our guest. We may cancel you're booking at any time by giving the lead name only, written notice. Our cancellation notice will be sent to the latest address we have for you, or alternatively provided in the manner we previously corresponded.
232. It is agreed by the Guests that providing Horspool Retreat is offering a like for like alternative date, subject to availability, the product/stay has not been frustrated, due to the fact a material stay remains being offered/provided.
233. The Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements detailed in paragraphs 256-265.
234. Horspool Retreat and our guests agree to the following **force majeure** cancellation reasons; environmental damage or pollution, flooding & storm, malicious damage or attack of property, fire, aircraft and explosion, earthquake, escape of water, impact, accidental damage of property, subsidence, forced closure by government or local government, terrorism, all virus and disease pandemic (s) to include but not limited to **COVID-19**, property heating failure, loss and/or break in utilities including gas electricity and water, murder or suicide at the property, public emergency and war.
235. **IMPORTANT COVID-19 NOTICE TO GUESTS**
236. **IMPORTANT*Please Note*** During Covid-19 Lockdown and Tier restrictions, Horspool Retreat are permitted to remain open for the reasons set out **below in bold**. All guests/clients signing the contract to stay at the property, during Covid-19 Lockdown and/or restriction tiers, **are agreeing that they have read the government legisla-**

tion (Provided by the Health & Safety Department of Newark & Sherwood Council) and are attending the property for one or more of the reasons detailed:

237. **(These restrictions can alter and will be updated as and when the legislation is provided by the government)**
238. A person referred to in sub-paragraph may continue to carry on their business and keep any premises used in that business open-
239. (a) to provide accommodation for any person who-
240. (i) is unable to return to their main residence;
241. (ii) uses that accommodation as their main residence;
242. (iii) needs accommodation for the purposes of a house move;
243. (iv) needs accommodation to attend a funeral or following a bereavement of a close family member or friend;
244. (v) needs accommodation to attend a commemorative event to celebrate the life of a person who has died;
245. (vi) needs accommodation to attend a medical appointment, or to receive treatment;
246. (via) needs accommodation for the purposes of access to, and contact between, parents and a child where the child does not live in the same household as their parents or one of their parents;]
247. (vii) is a carer of a vulnerable person or a person who has a disability and needs respite;
248. (viii) is isolating themselves from others as required by law;
249. (ix) is an elite athlete or the coach of an elite athlete and needs accommodation for the purposes of training or competition or, where an elite athlete is a child, their parent,
250. (x) needs accommodation to visit a person who is dying,]
251. (b) to provide accommodation for any person who needs accommodation for the purposes of their work or to provide voluntary or charitable services,
252. (c) to provide accommodation for any person who needs accommodation for the purposes of education or training of a kind mentioned in paragraph 4(4) or, where that person is a child, their parent,
253. (d) to provide accommodation for the purposes of a women's refuge or a vulnerable person's refuge,
254. (e) to provide accommodation or support services for the homeless,
255. (f) to provide accommodation for any person who was staying in that accommodation immediately before these Regulations came into force or (if later) immediately before the time when the area in which the accommodation is located became part of the Tier 3 area,
256. (g) to provide accommodation for any person who is staying in that accommodation in order to provide care or assistance to a vulnerable person or a person who has a disability who is staying in the same accommodation,
257. (h) to host blood donation sessions or food banks, or
258. for any purpose requested by the Secretary of State or a local authority.
259. **Consumer Rights**

260. Under **Section 54: Consumer's Rights** to enforce terms about services; **section 55: Right** to repeat performance; and **section 56: Right** to price reduction, If the service does not conform to the contract, the **consumer** is entitled to require that the service is properly performed, through it (or part of it) being done again. **The Guest/Consumer agrees that if the Trader (Horspool Retreat) are providing an alternative like for like date, then all sections detailed in this paragraph have been satisfied and not frustrated. Or in the alternative, if the Guest/Consumer has taken adequate Travel Insurance, as agreed in this contract, the Guest/Consumer agrees that the Contract has been satisfied and that the Guest/Consumer agreement with Horspool Retreat, has been discharged.**
261. Under **Section 58: Consumer Rights: Powers of the Court. In any proceedings in which a remedy is sought by virtue of section 19(3) or (4), 42(2) or 54(3) 62** the court, in addition to any other power it has, may act under this section. The Consumer/Guest agrees that under paragraphs 257-266 the powers of the Court have been satisfied and the contract is not frustrated.
262. Under **Section 62: Consumer Rights:** that the terms in such a contract be fair. **As a result the guest/consumer agrees that there is no frustration of contract as it is the position that the guest/consumer should have adequate travel insurance to seek a refund, or in the alternative Horspool Retreat are offering an alternative like for like date for the guests stay, subject to availability. As such the contractual performance is not impaired, as the booking is still able to proceed under an alternative date provided.**
263. Under **Section 69: Consumer Rights: Contract terms that may have different meanings.** The Guest/Consumer has been provided and agreed a 10 days Cooling off Period to ensure they understand the meaning and words detailed in these Terms & Conditions. The Guest/Consumer was also advised during this time to take legal advise over the Contract and Terms & Conditions, following exchange of the Holding Fee, Deposit or Full Payment of money. To clarify, the Guest/Consumer agrees that there is no ambiguity to the meaning or words in the contract Terms & Conditions and that they are satisfied with the Trader/Horspool Retreats interpretation of the wording/meaning.
264. Under **Section 71: Consumer Rights: Duty of court to consider fairness of term in particular paragraph 2 of Part 1 of Schedule 2 of the Act provides, inter alia, specifically that a term will be unfair if the term has the object of excluding the rights of a consumer in relation to a traders total or non-performance of a contract.** The Guest/Consumer agrees that the contract with the Trader (Horspool Retreat) as performed its contractual obligations, as set out in paragraph 257-266 and as set out in these Terms & Conditions.
265. Further, paragraph 4 of Part 1 of Schedule 2 of the Consumer Rights Act provides that a term will be unfair if it has the object or effect of permitting the trader (Horspool Retreat) to retain sums paid by the Guest/Consumer where the trader (Horspool Retreat) is the party cancelling the contract. It is agreed and accepted by the Guest/Consumer that the trader (Horspool Retreat) are offering an alternative like for like date and as such, the performance of the contract has not been frustrated. Alternatively, the Guest/Consumer agrees that the contract shall be discharged, in the event they pursue a refund from their travel insurance, and as such the Traders (Horspool Retreat) obligations to the Guest/Consumer have ended any monetary mitigation or total or partial non-performance of this contract.
266. As such, the **guest/consumer** agrees that all clauses detailed in the contract and in particular the clauses detailed in the ***Force Majeure & Consumer Rights section of the T&C's, remain binding in contractual law.***
267. **Failure To Make Payment On Time & Third Party Agreements**
268. **IMPORTANT *Please Note*** It is extremely important for you the guest(s) to read through the entire terms & conditions of this contract. The contract, is agreed between Horspool Retreat and yourself (The Guest(s)). You the Guest(s) are agreeing to the terms & conditions and payment for the booking stay at Horspool Retreat. Failure to make payment in full, on time and/or to adhere to the terms & conditions is a breach of contract and as such, your stay will be terminated immediately. Should your contract be terminated due to a breach of contract, you the guest(s) will remain liable for the full booking amount of your stay. Failure to make payment in full could result in Horspool Retreat taking legal action, to recover the monies owed. The Guest/Consumer is agreeing to the Traders (Horspool Retreat) Consumer Rights agreements detailed in paragraphs 257-266.

269. **IMPORTANT *Please Note***. The Trader (Horspool Retreat) does not permit any arrangements between third parties making agreements for Consumers (Guests) to stay at the property, without prior agreement. Failure to notify Horspool Retreat of a Third Party Booking or Non Attendance of the Lead Name on the booking, will be deemed as a breach of contract. In the event of a breach, your contract will be revoked and considered invalid. The Consumer agrees that under this breach of contract, your booking is cancelled and no refund given.
270. Once you have paid the deposit, it will be deemed that you have accepted the Contract and Horspool Retreats, Term's & Conditions.
271. All Booking Contracts **MUST** be returned within 14 days for your booking to be valid. If not returned within the 14 day period specified, they will be deemed as unchangeable and accepted as correct when emailed to the client.
272. **IMPORTANT *Please Note*** The **House Rules** and **Swimming Pool Health & Safety and Rules** form part of the T&C's within the contract, that you the guest(s) agrees too. **Please see attached House Rules and Swimming Pool Health & Safety and Rules.**
273. **Updated Booking Terms & Conditions**
274. The terms and conditions for this booking was produced on the 31st May, 2022 and are valid until publication of any revised edition, or we inform you in writing of any changes.