
Thank you for choosing to stay at Portland House c1870 or Elton Old Hall c1668

Historic holiday houses - exclusively yours to enjoy - near Chatsworth, Peak District Derbyshire

CONTRACT

When you submit a booking via the online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us.

A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

HOW TO PAY

The deposit of only 30% of the tariff is due within 24 hours. Email juliet@mycountryhouses.co.uk when payment is sent. The final balance (70% of the tariff, any extra services and the housekeeping bond) is due at least 8 weeks before your arrival. International clients, Christmas and New Year bookings are due at least twelve weeks in advance.

TERMS AND CONDITIONS

You agree to be bound by the Terms and Conditions of Hire (below) by booking Elton Old Hall or Portland House. You are responsible for all loss or damage to the property from the booked time of arrival until the owners (or owner's representatives) re-enter and officially take over responsibility.

CONDITIONS OF HIRE

The Contract:

This contract is made between the Owner of Elton Old Hall and Portland House (Mr and Mrs Harrop) and the Client, bookings are made subject to the conditions herein. All offers and bookings are made subject to availability. The party leader must be at least 25 years of age at the time of booking.

PAYMENT:

30% deposit is due within 24 hours. The remaining balance is due at least 8 weeks in advance. For international clients, Christmas and New Year bookings the remaining balance is required at least 12 weeks in advance. Payment is required either by cheque or bank transfer. A confirmation of booking will be made upon verbal or written instructions from the Client of dates required. A confirmation letter in respect of that booking will then be forwarded by post or electronic mail by the Owner. Any error in these details should be notified to the Owner within 3 working days of receipt. Payment is required within 24 hours. Any balance of charges not received by the Owner on or before the due date will be treated as a cancellation of the contract by the Client.

CANCELLATION

Any cancellations by the Client must be made in writing and should be sent by recorded delivery or by electronic mail. The date from which the cancellation applies will be the date on which the cancellation notice is received by the Owner.

CHARGES

Should the Client need to cancel a confirmed booking for any reason whatsoever, the deposit will be held by the Owner and the full payment is still due. The deposit is non-refundable. A refund less the deposit will only be made if the Owner re-lets at full rent. Clients failing to arrive within 4 hours of the arrival time on the first day of hire and having omitted to directly inform the Owner of their delay shall be considered to have cancelled their booking and the standard cancellation charges shall apply.

The Owner strongly recommends that clients take out appropriate Cancellation Insurance.

The Owner does not expect to have to make any changes to your booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the party leader (by telephone where reasonably possible in case of significant change or cancellation, minor changes will be notified by post or electronic mail) as soon as is reasonably practical, explain

what has happened and inform you of the cancellation or change. No compensation is payable for minor changes. Such minor changes do not entitle you to cancel without paying the normal charges set out in these Conditions. A minor change is a change which, taking into account the information you gave at the time of booking or which the Owner can be reasonably expected to know, the Owner could not reasonably expect to have a significant effect on your confirmed booking.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Owner will offer a refund only. No additional compensation is due. However, compensation will not be payable where any change or cancellation plans result from "force majeure". Except where otherwise expressly stated in these Conditions, the Owner shall not be liable for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner to properly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of the Owner (referred to as "force majeure" in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure) the Owner will refund all monies paid to the Owner by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by the Owner to you.

PERIOD OF HIRE

The hire period commences at the Arrival Time on the first day of hire and terminates at the Departure Time on the last day of hire unless by prior arrangement confirmed in writing. Notification must be made to the Owner in order that arrangements can be made for entry into the accommodation. Failure to do so may result in the inability to gain access to the property. Failure to arrive by 12 noon on the day after the start date of the holiday, with non notification to the Owner, may result in the booking being treated as having been cancelled by the Client. No refund of monies paid by the Client will be made in this situation. The Owner reserves the right to make a charge equivalent to one night's rental where there is a delay in excess of 1 hour in the client vacating the property on the last day of hire.

CARE OF PROPERTY

The Client and his party shall take all reasonable care of the property and its furnishings and effects and agrees to leave the property in the same condition of cleanliness and tidiness as at the commencement of hire. The Client must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act which may be a nuisance or annoyance to the owner or other neighbouring property. Any exceptional costs may be charged to the client.

DAMAGE

In the event of breakage or damage to the property and/or its contents caused by the Client or any member of the Client's party, full payment is required for the actual cost of replacement or repair. If an additional deposit is kept as an inventory and cleaning deposit this will be repaid in full within 14 days following departure, if no breakage or damage occurs and only if the accommodation is left in a clean and tidy condition.

PROVISION OF OTHER SERVICES

The Owner will, as an extra service to the Client, suggest third parties to the Client (for example, for beauty therapy services, provision of catering, cycle hire, canoe hire, etc). The Owner accepts no liability whatsoever for these services/goods provided. The Client must book directly with third parties and the Client accepts full responsibility and liability if a third party is present at the property. The Owner must also give written permission in advance.

NO PETS

Pets are not admitted as it is a hypoallergenic environment. Should this condition not be observed, the Owner retains the right to refuse entry to all guests within the party. The Client will not be refunded the housekeeping and damage bond.

NO SMOKING

As a courtesy to all guests, smoking is not permitted within the property. Should this condition not be observed, the Owner retains the right to refuse entry to all guests within the party. The Client will not be refunded the housekeeping and damage bond.

OCCUPANCY

The number of guests occupying or visiting a property must not exceed the maximum number stipulated by the Owner which is Elton Old Hall (14 guests plus 2 babies) or Portland House (24 guests plus 2 babies). Should this condition not be observed, the Owner retains the right to refuse entry to all guests within the party. The Client will not be refunded the housekeeping and damage bond.

The Owner is entitled to refuse to hand over to the Client, or to repossess, the property (which includes fixtures, fittings, furnishings and decorations) if the Owner reasonably believes that any damage is likely to be caused, has been caused or is being caused by the Client or any members of their party. These circumstances will be treated as a cancellation by the Client. No refund of any monies you have paid in respect of your booking will be made and the Owner will have no liability to you as a result of this situation arising (including for example any costs or expenses you incur due to not being able to occupy the property). In this situation the Owner is not under any obligation to find any alternative accommodation for the Client. Sub-letting is not permitted.

WEBSITE/BROCHURE DETAILS

The Owner aims to ensure that the information provided is accurately conveyed in the website/brochure and other promotional literature and materials produced and circulated by the Owner. However, the information and prices in this website/brochure/other material may have changed by the time of booking. Whilst every effort is made to ensure the accuracy of the website/brochure/other material and prices at the time of printing, changes and errors do occasionally occur. The Client must therefore check all details of their chosen arrangements with the Owner at the time of booking. There may be small differences between that actual property and its description, as the Owner are always looking to improve facilities or services. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Owner will tell the party leader as soon as reasonably practical after the Owner becomes aware of the situation.

COMPLAINTS

The Owner or Owners Representatives are contactable at all reasonable times during your stay. Any complaints should be notified immediately and directly to the Owner (or the Owners Representatives in their absence) during your stay only and the Owner (or Owners Representatives) shall endeavour to deal with any complaint promptly.

LIABILITY

The Owner, their employees and representatives shall not be liable to the Client or their party's for loss or damage to persons or property howsoever arising. The Client must take all necessary steps to safeguard personal property.

RIGHT OF ENTRY

For the undertaking of necessary repairs, maintenance or inspections, the Owner or Owners Representative has the right of entry to the property at all times. Prior notice will be given to the Client wherever possible and privacy will be respected at all times.

The contract is subject to English law.

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