

John Manners Limited

North Farm Cottages/Embleton Bay Caravan Park

Terms and Conditions of Booking

We are John Manners Limited (**we/us**). We are registered in England and Wales under company number 05460464 and have our registered office at 17 Walkergate, Berwick-Upon-Tweed, Northumberland, United Kingdom, TD15 1DJ.

Where to find information about us and our services

You can find everything you need to know about us and our services:

- on our websites:
 - North Farm Cottages: www.northfarmcottages.co.uk/; and
 - Embleton Bay Caravan Park: www.embletonbaycaravanpark.co.uk/; or
- from our admin staff before you place your booking.

We also confirm the key information to you in writing by email after you place your booking.

To contact us, please use the contact details provided on our websites.

We only accept bookings when we've checked them

We contact you to confirm we've received your booking and whether we have accepted it. If we accept your booking, your contract with us will be subject to these terms.

Sometimes we reject bookings

In some circumstances we may reject your booking, for example, if the relevant dates requested by you are unavailable or if the person making the booking is under 18 years of age. When this happens, we will let you know as soon as possible.

Paying for your accommodation

When we email you to accept your booking, you will be required to pay a non-transferable, non-refundable deposit to secure it (as set out in our order confirmation email).

Payment of the remaining balance for your booking must be made no later than 6 weeks prior to your arrival date.

Promotional offers will only be valid if they are applied at the time your booking is placed. Any promotional offers cannot be combined or applied retrospectively after we have accepted your booking.

We may change or withdraw a promotional offer at any time by amending or withdrawing the relevant details from our websites. If we withdraw an offer after you have placed your booking but before we

have accepted it, we will notify you of this and you will be entitled to cancel your booking without being required to pay a cancellation charge.

For some North Farm Cottages, a £350 security bond is also payable on booking. If a security bond is required to secure your booking, we will notify you of this on our website and in our booking confirmation email. This security bond will be refunded after your departure provided that no damage has occurred to the property and/or its contents. If such damage has occurred, reasonable deductions will be made from the security bond to account for this. After any deductions have been made, we will return the remaining security bond to you within 7 days following your departure date. Where we have made any deductions, we will notify you in writing of our reasons for doing so.

All payments can be made by bank transfer or credit/debit card or by cheque (provided that the cheque is drawn from a bank based in the United Kingdom).

All prices given in our brochures, by telephone or on our websites are inclusive of VAT.

We reserve the right to cancel your booking where any payment due from you is more than 14 days late. In these circumstances, we will notify you of the cancellation and may re-list the property for booking by another guest on your chosen dates without further notice to you.

If you want to cancel your booking

If you want to cancel your booking, please contact us as soon as possible using the contact details provided on our websites (see "*Where to find information about us and our services*" above). Your booking will be cancelled with effect from the day you notify us of your cancellation.

Your booking is a contract for the supply of accommodation on specific dates and therefore you do not have a statutory right to change your mind (i.e. cancel the contract) and receive a full refund.

Where you notify us that you would like to cancel your booking after we have accepted it, the following cancellation charges will apply depending on the amount of notice you provide prior to your arrival date:

No. of weeks prior to arrival date	Cancellation charge
More than 12 weeks	100% of the non-refundable deposit
12 – 6 weeks	50% of the total booking fee
Less than 6 weeks or after your arrival date	100% of the total booking fee

For the avoidance of doubt, if you cancel your booking after your arrival date we will not provide a refund for the remainder of your booking even where the cancellation is due to circumstances beyond your reasonable control (for example, illness or inclement weather).

If you want to change your booking

If you would like to change any details of your booking, please contact us as soon as possible using the contact details provided on our websites (see “*Where to find information about us and our services*” above).

We will accommodate requests where reasonably possible but we do not guarantee that any changes requested by you will be accepted.

If we do agree to change your booking, you may be charged an administration fee of £15.00 plus any additional fees required as a result of your change (for example, payment for any additional days added to your booking). If as a result of your change your total booking fee is lower, we will refund any amounts due to you as soon as reasonably possible following the change being accepted by us (after deducting our administration fee as referred to above).

If we need to change or cancel your booking

We would only seek to change or cancel your booking where this cannot be avoided, for example:

- if we need to carry out urgent remedial or refurbishment works; and/or
- if we cannot honour your booking due to an event outside our control, such as a severe weather event.

If we do need to change or cancel your booking, we will contact you as soon as possible to let you know and do what we can to offer you a suitable alternative booking. If we cannot offer you an acceptable alternative booking or you choose not to accept our offer, you will be entitled to end the contract and receive a refund of any booking fees you have paid for the booking (minus our reasonable administration fee).

Your obligations

It is your obligation to make sure all of the information that you provide to us is accurate, complete and kept up to date at all times. We will not be responsible for any error in your booking where such error results in you providing inaccurate or incomplete information or not updating your booking details.

You will be responsible for all guests staying at the property and the things they do (or do not do) in breach of these terms (even if you are not present at the property when such breach occurs).

You acknowledge and agree to abide by the Site-Specific Rules set out at Appendix 1 to these terms, as applicable to your booking. If you do not comply with the Site-Specific Rules set out in Appendix 1,

we may terminate our contract with you and require you to leave our site immediately (without compensation being payable) if:

- we consider that you have committed a serious breach of the Site-Specific Rules;
- we consider that you or your guests' behaviour is or has endangered the safety of our visitors or staff;
- any complaints are made of anti-social or unacceptable behaviour regarding you or any of your guests; and/or
- you or any of your guests cause damage to our property or its contents.

For the avoidance of doubt, if you do not abide by the Site-Specific Rules in breach of these terms you will be liable for any damage and/or loss suffered by us arising out of or in connection with your breach.

Maximum occupancy limits

You agree to abide by the maximum occupancy limits for your booked accommodation as set out in our booking confirmation. For the purpose of calculating occupancy, a child over 2 years of age will be classed as an occupant.

We set our maximum occupancy limits in order to comply with relevant health and safety and regulatory requirements. Therefore, if you do not comply with our maximum occupancy limits, we reserve the right to cancel your booking with immediate effect and require you to leave the property. If we cancel your booking in these circumstances, you will not be entitled to any refund.

You cannot arrange for any additional visitors to come to the property or hold events (for example, parties or meetings) without obtaining our prior written consent.

We can change bookings and these terms

We can always change a booking to reflect changes in relevant laws and regulatory requirements (for example, changes to regulatory guidance on maximum occupancy limits).

We don't compensate you for all losses caused by us

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.**
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions.

- **A business loss.** It relates to your use of accommodation for the purposes of your trade, business, craft or profession.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice.

You have several options for resolving disputes with us

We will do our best to resolve any problems you have with your booking or the services we provide. If you think there is something wrong with the service we provide, you must contact us using the contact details in the guest information folder in your property or, if no folder is provided, using the following contact details:

- North Farm Cottages: admin@northfarmcottages.co.uk or 07775 000039.
- Embleton Caravan Park: admin@embletoncaravanpark.co.uk or 07775 000039.

These terms are governed by English law. In the unlikely event you are not happy with our response to your complaint, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim also bring a claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Appendix 1
Site-Specific Rules

North Farm Cottages Properties

- Hot tub use:
 - You must read the hot tub rules and guidelines provided in the property information pack before using the hot tub.
 - Make sure you have locked the hot tub lid into position before entering the tub.
 - Remove the chlorine float while using the hot tub and put back in when finished using it.
 - Shower before using the hot tub.
 - No eating or drinking while using the hot tub.
 - No under 16's are allowed in the hot tub, without adult supervision (no under 5-year-olds).
 - Do not cover the CCTV cameras.
 - Please respect the other guests and keep the noise to a minimum while using the hot tub.
 - No more than 45 minutes in the hot tub at a time.
 - The hot tub must not be used after 10:00pm.
- Pool use:
 - Pool opening times are between 8:00am – 9:00pm. The pool can only be used during a swimming slot allocated to you. Please sign up for your allocated number of swimming slots on your arrival.
 - Read the pool rules and sign the pool disclaimer before using the pool (see the scanned copy of the disclaimer form attached to our order confirmation email).
 - Remove all footwear before entering the changing room.
 - No food or drink allowed in the changing rooms and pool area.
 - Shower before using the pool.
 - The maximum number of guests allowed to use the pool at any one time is 12.
 - The pool is monitored and recorded by CCTV 24 hours a day.
 - Please keep the shower door into the pool closed.

- If you do not follow the rules, you may be asked to leave the pool.
- Do not take your dog into the pool building.
- Dogs:
 - Do not take your dog into a property that does not allow dogs.
 - Dogs should not be left unattended in the property.
 - Dogs are not allowed upstairs or on any of the furniture.
 - Dogs need to be kept on a lead at all times while on site, they are allowed off the lead on the tracks through the field.
 - Pick up after your dog.
 - You will be responsible for all damage caused by your and your guests' dogs. We may make an additional charge for professional cleaning after your departure date due to any dogs staying at the property.
 - Number of dogs allowed in the following cottages only:
 - 2 dogs in Granary
 - 1 dog in Low Croft
 - 1 dog in Home Stead
 - 1 dog in Grey Croft
 - 1 dog in the Retreat.

Dogs are not allowed in any property other than those listed above (other than registered assistance dogs which are allowed in all properties even where the property description states this is not allowed).

 - Additional dogs may be admitted to a property at £40.00 per dog with management's prior approval.
 - If a dog is taken into a property that does not allow it or the stated number is exceeded, we have the right to refuse to allow you or your guests to stay in the property and/or ask you to leave the property before your booked departure date.
 - You must notify us of the intended presence of a registered assistance dog before booking.
- General:
 - Arrival time is from 4pm and departure is by 9:30am.

- The fire assembly point is by the wall located in front of the swimming pool.
- The property must be used solely for the purpose of a holiday or private accommodation by you and your guests and must not be used for any commercial or business purpose.
- The site is covered by recorded CCTV 24 hours & 7 days a week.
- Please respect the property.
- No smoking in all the properties
- Please inform staff of any problems, breakages or damages you may come across. If you do not notify us, we may assume that you caused the relevant damage or loss.
- On your departure, please wash all dirty dishes or load up the dishwasher and switch on before you leave.
- Please read the guest information folder.
- No barbeques, pizza ovens or firepits are allowed on site.
- All rubbish should be put into the correct bins provided in the bin storage area (e.g. glass, plastic, general waste etc.).
- Children need to be supervised while playing on the play equipment, no teenagers allowed on the play equipment.
- Electric cars are not allowed to be charged from any of the holiday cottages (no wires allowed to run from the holiday cottages to the outside of the building) – the holiday cottages are not equipped with the correct electric supply for the demand an electric car needs. (Please use designated electric car charging points on site or in the surrounding areas).
- Please seek permission from the owner before parking large vans, camper vans etc outside your holiday cottage.
- Please strip all the beds that have been used before departure.
- Put all dirty laundry and towels into the bags provided.
- Please either use your own towels or the beach/pool towels provided while using the pool/hot tubs or going to the beach.
- Please do not use the white towels for hot tub/pool or going to the beach, please do not use the white towels while using fake tan or dying your hair.

- Please inform staff if you have had an accident or stained the laundry so it can be dealt with as soon as possible.
- Fireworks are not allowed on site.
- We provide you with a welcome starter pack for the log burners, which gives you some basic items to get you started on your self-catering holiday. Additional firewood can be purchased from the site manager.
- Patio doors in bedroom in the Granary are not to be opened - keys are not provided for this door.
- Push lock on side to close windows.
- There is a standard charge of £10 plus postage and packaging for returning lost property to cover our admin costs and standard Royal Mail delivery of up to 2kgs. If your request to return your item(s) incurs any additional costs over and above this amount, we reserve our right to charge such additional costs to you. Where possible, we will hold lost property for 30 days before disposing of it.

Embleton Bay Caravan Park

- General:
 - Keep dogs on the lead.
 - Please dispose of your rubbish before leaving.
 - Please respect other guests and keep noise down.
 - Keep gate closed.
 - Stay on hard pitch.
 - No tents allowed.
 - No fires allowed.