

## **1 General**

1.1 Pringle Farm Estates Ltd. is a limited company (registered in England with company number 12075021) whose registered address is Unit 25-31, Meadow Close, Ise Valley Industrial Estate, Finedon Road, Wellingborough, Northamptonshire, NN8 4BH, UK. (“Company”)

1.2 The contractual relationship in connection with the lettings is between the Company and you.

## **2 Making a booking**

2.1 Bookings may be made online at [www.pringlefarm.co.uk](http://www.pringlefarm.co.uk). or via third party travel agents online.

2.2 The Company may request details of all persons in your party including names and ages. If requested, this information must be provided in writing within fourteen days and prior to the first day of letting. This information may be required for insurance purposes.

2.3 A booking is complete once you have received confirmation from the Company in writing (“Booking Confirmation”) at which stage you will deal with the Owner direct and in some cases, representatives may be appointed to act as agents on behalf of the Owner (“Appointed Agent”). The Booking Confirmation will contain contact details for the Owner or its Appointed Agent and will pass your contact details to the Owner or its Appointed Agent when the booking is complete.

2.4 Hen or stag parties are not permitted in any of the properties unless agreed with us prior to booking.

## **3 Deposit**

3.1 A booking must be accompanied by a deposit of 50%. A booking is not secured unless and until the deposit is received by the Company in cleared funds.

3.2 If a booking is made eight weeks or more before the letting is due to start you must pay a deposit equal to the sum one half of the letting fee.

3.3 If a booking is made less than eight weeks before the letting is due to start, you must pay a deposit of 50% of the letting fee.

#### **4 Final Payment**

4.1 Payment of the balance of the letting fee plus any Cautionary Deposit plus any additional charges due to the Company must be paid to the Company eight weeks before the letting is due to start (“the Due Date”).

4.2 The Company reserves the right to cancel a booking if any payment is not made on the Due Date.

4.3 The Company does not and shall not be responsible for sending reminders of the Due Date.

#### **5 Changing Booking Dates**

5.1 Once a booking has been accepted and confirmed by the Company, the booking can only be changed with the written agreement of the Company.

5.2 Where the Company agrees to the change in the dates of the letting an administration fee of £30.00 must be paid by you.

#### **6 Cancellation**

6.1 If you wish to cancel the letting you must notify the Company in writing (“Cancellation Notice”).

6.2 A booking can only be cancelled prior to the start of the letting.

6.3 In the event that a cancellation is made then a cancellation charge is payable depending on the number of days before the letting start date the Cancellation Notice is received by the Company. The amount payable is set out in the table below.

Number of days before letting start date that the Cancellation Notice is received	Cancellation Charge (as percentage of the total cost of the letting)
0 – 7 days	75%
8 – 14 days	50%
15 days or more	No cancellation fee

## **7 Duration and Times of Letting**

7.1 Lettings are for a maximum of four weeks and commence at 3.30 pm on the first day of the letting and end at 10.00 am on the day of departure unless otherwise notified.

7.2 The period booked cannot be exceeded unless the Company give written approval. You will be liable for any cost of whatever nature incurred because of an unauthorised extension. If you wish to have a late departure, or extend your stay, please speak to the Company's reservations [reservations@pringlefarm.co.uk](mailto:reservations@pringlefarm.co.uk) team no less than 48 hours before the due departure date and time. Late departures and extensions are subject to availability.

## **8 Your Obligations**

You agree:

(a) where a telephone is available for use at the property, to pay for all telephone charges incurred during a letting unless included in the letting fee;

(b) to vacate the property by 10.30am on the day of departure;

(c) to pay for any losses or damages to the property, caused by you or a member of your party (reasonable wear and tear excluded, which for the avoidance of doubt means repairs that are decorative and wear out or come adrift in the course of reasonable use) which will be determined at the discretion of the Company;

(d) to inspect the inventory left at the property and report any discrepancies, or damage and faults in the property to the Company within 24 hours of arrival. If no discrepancies, damage or faults are reported within this period, the property and inventory will be deemed to be correct and in full working order;

(e) to take good care of the property and leave it in a clean and tidy condition at the end of the letting. Should the Company be dissatisfied with the condition of the property upon your departure, they may refuse to take a booking from you again. If you are excluded from a property then the Company have the right to refuse any more bookings from you at any property;

- (f) to permit the Company reasonable access to the property;
- (g) not to part with possession of the property, or share it, except with members of the party confirmed in the booking;
- (h) not to sell or transfer the booking to another party without the written agreement of the Company;
- (i) not to exceed either the total number of people stipulated in the property description or the total number of people stated in the Booking Confirmation;
- (j) not to have anyone other than those detailed at the time of booking and listed in the Booking Confirmation staying at the property;
- (k) not to use a cot for a child over the age of 24 months;
- (l) to respect the well-being of those occupants of adjoining or nearby properties and not to cause an annoyance or become a nuisance. Complaints from adjoining or nearby occupants to the Company's properties regarding your behaviour may result in the Company requiring you to leave the property immediately without a refund of any monies paid by you;
- (m) to comply with any other obligations and/or regulations notified by the Company.
- (n) Smoking or vaping inside the buildings is not permitted. Please use the receptacles provided to dispose of cigarettes. Failure to comply will result in the termination of your stay and you will be charged an additional cleaning fee of £100.

## **9 The Cautionary Deposit**

9.1 Where a Cautionary Deposit is required, this will be stated at the end of the property description as displayed on the website and in the brochure and confirmed in the Booking Confirmation. The Cautionary Deposit is non-interest bearing.

9.2 The Company shall be entitled to deduct from the Cautionary Deposit the cost of remedying any breach of the obligations set out in clause 8 and shall be entitled to charge any additional amount where the Cautionary Deposit does not fully cover the cost of remedy.

9.3 All disputes are the responsibility of the Company and will be dealt with direct between you and the Company.

9.4 Where no breach of obligations set out in clause 8 above has occurred, you will be refunded the whole amount of the Cautionary Deposit.

## **10 Non-availability of Property**

10.1 If for any reason beyond the Company's reasonable control the property is not available on the date booked, or the property becomes unsuitable for holiday letting, all fees paid in advance by you will be refunded in full and the Company reserves the right to cancel the booking. In this instance, the Company shall not be in breach of these terms, nor liable for any failure to perform any of its obligations in relation your Booking Confirmation due to any adverse event, act, omission which is beyond the Company's reasonable control, including but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire or failure of electric power, gas, water or other utility service.

10.2 Where possible the Company will provide you with four weeks' notice except in extraordinary circumstances.

10.3 If the notice period is less than four weeks the Company will endeavour to find you alternative accommodation or, at your request, refund to you any sums you have paid. You will have no further claim against the Company.

## **11 Price Changes**

11.1 The Company has made all reasonable efforts to accurately describe the property in the information that we publish.

11.2 You acknowledge that minor differences may arise between that information given and the actual property itself.

11.3 The Company reserves the right to amend prices quoted in published information due to errors or omissions or changes in the VAT rate but such changes shall be notified to you as soon as possible.

11.4 You shall be at liberty to cancel the booking if the amended price is significantly higher than the original price quoted.

11.5 Subject to condition 11.4, any changes in the rate of VAT payable on the letting will be borne by you.

11.6 Clauses 10.1 – 11.6 inclusive are particularly pertinent in respect of any properties currently being built.

## **12 Liability**

12.1 Subject to condition 12.2, the Company does not accept liability for any act or default on the part of the Company or any other person not within their employ or otherwise under their control, nor for any accident, loss, costs, expenses, injury, expense or any other inconvenience or claim for compensation whatsoever, whether to person or property and whether caused by the Company, its employees or agents or otherwise, which you or any other person may suffer or incur arising out of, or in any way connected with the letting. In addition, the Company accepts no liability for loss of or damage to your possessions on the Owners' property or land.

12.2 Nothing in these conditions excludes or limits the liability of the Company:

(a) for death or personal injury caused by the Company's negligence; or

(b) for any matter which it would be illegal for the Company to exclude or attempt to exclude their liability; or

(c) for fraud or fraudulent misrepresentation.

12.3 In all cases, except for personal injury or death, our liability to you for the total of all claims arising out of the letting is limited to the cost of the booking fees less any insurance or cancellation charges.

## **13 Pets**

Pets are not permitted at any of the properties.

## **14 Method of Payment**

Payments may be made in Sterling by bank transfer, credit card, or debit card.

## **15 Overseas Bookings**

Overseas applicants may pay by Sterling cheque drawn on a UK bank or by Mastercard or Visa in Sterling. Any charges for payments from overseas will be passed on to you.

## **16 Eligibility**

The Company reserves the right to accept or refuse bookings in their absolute discretion.

## **17 The Holiday Letting**

The letting confers upon you the right only to occupy for a holiday within the meaning of Schedule 1, Paragraph 9 of the Housing Act 1988.

## **18 Information published**

Some of the information published by the Company relates to matters beyond the properties such as shops and public houses. Closure of such premises and other changes to external facilities are outside the Company's control. If the Company is aware of any changes to the information at the time of your booking, then it shall endeavour to inform you of these changes.

## **19 Complaints**

19.1 All complaints must be notified to the Company as soon as reasonably practicable, as the Company may be required to carry out on-the-spot investigation and if necessary, carry out remedial action.

19.2 The Company may carry out on-the spot investigation.

19.2 If the Company is denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the letting, then this may result in a reasonable reduction of any compensation payable to you arising out of such a complaint.

## **20 Linen**

Linen and towels are changed every three days.

## **21 VAT**

Subject to clause 11 the price quoted will be the price inclusive of VAT where payable.

## **22 Breach of Contract**

22.1 If there shall be a material breach of any of these conditions by you, the Company reserves the right to re-enter the property and terminate the letting.

22.2 If there shall be a material breach of any of these conditions by the Company, then you have the right to terminate the letting.

22.3 In the event that the Company is unable to find someone else to occupy the property for the remainder of your stay, no refund of any sums you have paid will be returnable to you.

22.4 Termination of the letting pursuant to clause 22.1 and clause 22.2 does not affect that party's other rights and remedies.

### **23 Governing Law and Jurisdiction**

Any dispute between us will be governed by the exclusive law and jurisdiction of the English Courts.

### **24 Authority to Accept**

The person who completes the booking and therefore accepts the terms of these booking conditions confirms that:

(a) he or she is authorised to agree the booking conditions on behalf of all persons included on the booking, including those substituted or added at a later date;

(b) he or she is over twenty one years of age and a member of the party intending to occupy the property; and

(c) he or she agrees to take responsibility for the party occupying the property.

### **25 Discrepancies**

25.1 In case of a discrepancy between these booking conditions and any other contents of the Company's conditions, these conditions shall prevail.

25.2 In the event of inconsistency between these booking conditions and any other information regarding the property, these booking conditions will prevail.

### **26 Data and Privacy**

26.1 For the purposes of this clauses 26, the following terms have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>Controller</b>	shall have the meaning given to it under the GDPR.

<b>Data Privacy Laws</b>	shall mean, as applicable: <ul style="list-style-type: none"> <li>• the General Data Protection Regulation (EU) 2016/679 (“<b>GDPR</b>”) and any related or replacement or related domestic legislation, such as the Data Protection Act 2018;</li> <li>• the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any related or replacement legislation;</li> <li>• any other law or regulation governing individuals’ rights to data privacy, including statutory instruments.</li> </ul>
<b>Data Subject</b>	shall have the meaning given to it under the GDPR.
<b>Personal Data</b>	shall have the meaning given to it under the GDPR.
<b>Process / Processed / Processing</b>	shall have the meaning given to them under the GDPR.
<b>Supervisory Authority</b>	shall have the meaning given to it under the GDPR.

26.2 The parties agree that, for the purposes of the Data Privacy Laws, the Company is a Controller and you are a Data Subject. For the purposes and in the context of these terms, the parties do not act, and have no intention of acting, as joint Controllers.

26.3 You warrant that all Personal Data you provide to us directly is accurate and up to date at the time of provision.

26.4 If you bring a complaint to a Supervisory Authority in relation to our Processing of your Personal Data, you shall notify us of the complaint promptly and, in any event, within no later than two (2) working days of the complaint. Such notification shall contain details (i) allegations made to the Supervisory Authority and (ii) reasons given in support of those allegations.

26.5 If you are based in an EU Member State outside of the UK, you hereby agree that the lead Supervisory Authority in relation to the Processing of your Personal Data in the context of these terms is the UK Information Commissioner’s Office.

26.6 You shall show this clause 26 to all other persons staying at or otherwise using the property in the context of the Letting.

26.7 You shall notify us in advance of the Letting whether any member of your party is under 18.

26.8 Please see the Company's Privacy Notice for more information about how the Company Processes your Personal Data and your related rights and options. Please take the time to read the Company's Privacy Policy as it includes important provisions which apply to you.

## **27 Validity Clause**

If any term or provision in these booking conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness or unreasonableness be deemed severable and the remaining provisions of the booking conditions and the remainder of such provision shall continue in full force and effect.

## **28 Changes to Terms**

The Company reserves the right to change these terms from time to time. The terms applicable to your Booking Confirmation are those in force on the date of the Booking Confirmation (or amendment, as applicable).