



DILLINGTON  
ESTATE & FARMS

## DILLINGTON COTTAGES BOOKING TERMS AND CONDITIONS

Many thanks for your enquiry / booking. These are our terms and conditions, which we hope are written clearly enough, but if you have any questions, please don't hesitate to contact us via email at [stay@dillingtonestate.co.uk](mailto:stay@dillingtonestate.co.uk) or on 01460 57075.

### Contract

Your booking is confirmed and a contract between you and Dillington Cottages Ltd (Company Number 10976546, of Dillington Estate Office, Whitelackington, Somerset, TA19 9EG) will exist when you receive a booking confirmation. This will usually be within 48 hours of receipt of your payment. Until the booking has been confirmed it is only a provisional booking.

The terms "guest", "your" and "you" refer to the person booking the property. "Dillington Estate", "we", "us", "our" refers to Dillington Cottages Ltd.

By making a booking and paying an initial deposit you agree that on behalf of yourself and all those named on the booking:

- a. You have read these Terms and Conditions and agree to be bound by them;
- b. You are over 18 years of age

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All properties are available to be rented separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

### **Check-in**

Unless prior consent has been given then the commencement of the booking is from the check-in time of 3pm on the date of arrival. The keys to our cottages (i.e. for all of our properties other than the Manor) are made available to guests anytime after the time of check-in through use of the key-safes, the code for which will be sent via email in advance of the date of arrival. With this system the properties can be accessed independently by you at your convenience.

### **Check-out**

Unless prior consent has been given then check-out time, and the end of the booking, is 10am on the date of departure.

After some abuse of the check-out time we reserve the right to charge a fee for late-checkouts which will be the hourly pro-rated value of extending the booking for the one night of departure multiplied by a factor of 3 times.

When departing from the property please leave the lights turned off and the doors and windows closed and locked and the keys closed back in the key-safe.

You are not expected to clean the property, but please leave it as tidy as when you found it, including with any plates, glasses and cutlery washed and back in their place, or in the dishwasher if it is still running, and with any pans washed-up and back where you found them, or in the dishwasher or on the drying rack.

### **Booking and payment**

A non-refundable 25% deposit is required to make a booking (or full payment if booking within 30 days of arrival). You must also pay all applicable booking fees due to an advertiser or agency acting on behalf of Dillington Estate if your booking was made through a third party.

If you have paid a deposit, the final balance is payable 30 days prior to the commencement of the booking. If full payment is not received by the balance due date, we may cancel your booking and retain all payments made by you to date.

### **Changes and cancellations by you**

Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect on the day we receive it, or in the case of a booking made through a third party agency, cancelled through the appropriate procedure for that agency.

Providing your booking is made prior to 30 days before the date of arrival for the booking, you can cancel your booking within 48hrs from the moment of placing it, and the deposit will be refunded in full during this time.

Any cancellations made prior to 30 days before the date of arrival will incur a charge of 25% of the value of the booking, i.e. the loss of the value of the non-refundable deposit, and any payments made in addition to this related to the booking of the accommodation will be refunded in full.

After 30 days prior to the date of arrival, cancellations incur the loss of 100% of the value of the booking and no payments will be refunded except in the circumstance that the Dillington Estate is able to re-let the property.

We will do our best to resell any dates you have paid for. In the event we are able to re-let a property you have paid for and subsequently cancelled, we will refund the balance payment for any dates that overlap with the subsequent booking. Please note, if we have only been able to sell those dates by offering a lower price than you had originally paid for them, we can only refund you the value paid for them. The non-refundable 25% deposit remains non-refundable even in the event we are able to resell your dates.

### **Changes and cancellations by the Dillington Estate**

We will inform you as soon as reasonably possible if we need to make a significant change to your confirmed arrangements or to cancel them.

In the event the booking is cancelled by Dillington Estate and no alternative satisfactory to you can be offered, a full refund of all monies paid by you as at the date of cancellation will be made.

We cannot accept liability for any additional costs that have been incurred related to a booking with us, and we recommend that you take out holiday insurance to insure against any losses incurred by us making a cancellation.

### **Pets**

We welcome pets in all of our properties providing they are brought in by arrangement only. We charge a £50 per pet per visit cleaning fee, which is to cover the extra cleaning required. We also request that pets are kept off the furniture or cushions and downstairs only and reserve the right to charge an additional cleaning fee in the event that we need to clean animal hair off the furniture, cushions or upstairs.

### **Capacity**

It is a booking condition that the number of people occupying the property may not exceed the advertised capacity without prior written consent. We may terminate your booking without refund in the event you breach this condition. Occupants of the property are defined as "Adult" if they are over the age of 18 years old at the time of their stay in the property, "Children" if they are between 3 and 17 years old and "Infants" if they are under 3 years old at the time of their stay and will also sleep in a cot or travel cot during their stay.

## **Facilities**

The guests of each property have the sole use of the property they have booked, the facilities within it, and garden of that property. Guests do not have a right to use the facilities of other properties on the Estate, whether they are being used or not.

The hot-tub at Atherstone Farmhouse is for the sole use of guests who have booked Atherstone Farmhouse; booking Atherstone Farm Cottage does not grant access to the Farmhouse hot-tub unless the Farmhouse is also reserved by the same party. Similarly the hot-tubs in our other properties are for the sole use of the guests staying in those properties.

## **Hot-tub**

Our hot-tubs are available for use all year round. They are left unattended for use by guests at their own risk. They are left empty of water so as not to be an unexpected hazard and are fenced off to prevent unauthorised access. They are only to be filled with water by an adult, and apart from when being used, the lids must be kept on to prevent children or pets from accidentally falling in. Please note, that when the stoves used for heating the hot-tubs are lit, the stoves and the chimney flues are hot and therefore a danger to anyone accidentally touching them, so please stay away from these parts except when filling the stove and ensure that no children go near that part of the hot-tubs.

No glass is permitted to be used inside the hot-tub areas, please use the plastic cups provided. And clearly the hot-tubs are a hazard to anyone who has consumed alcohol, so please stay away from the hot-tub if you have drunk enough alcohol to be over the limit for driving, and ensure there is always an adult in the hot-tub area who has not consumed alcohol whenever there are other adults or children near the hot-tubs.

## **Candles**

Sadly, for insurance purposes, candles are not permitted to be used in any of our properties.

## **Travel Arrangements**

Do not make irreversible flight or travel arrangements until you have received final confirmation of your booking.

## **Complaints Procedure**

If you have a complaint whilst at the property it should be indicated to Dillington Estate immediately so that, where possible, all issues can be promptly resolved. Our contact details can be found on your confirmation of booking. If you fail to notify us of any problem or dissatisfaction prior to departure from the property, it will affect the ability to investigate the complaint and impact the way that any complaint is handled or recompensed.

If it is not possible to resolve the dispute during Your stay at the property then a complaint must be made in writing to us within 1 week of departure from the property, outlining the reasons for the complaint.

We shall not be held responsible for any temporary defect or stoppage in the supply of public services to the property such as water, electricity, gas, telephone or internet, or in respect of any equipment, machinery, or appliances in the property or garden, which are caused by circumstances beyond our control.

### **Security deposit**

All bookings are subject to a refundable security deposit to protect the Dillington Estate against breakages, loss, or damages. By confirming a booking with us you authorise us to charge your credit card or withhold your deposit, whether it is held by us or a third party, up to the value of any damage caused on presentation of photographic evidence and/or receipts for repair or replacement.

Security deposits are due to be paid to us, or taken as a pre-authorisation against your credit card where possible, 30 days prior to your booking (i.e. they are payable with the balance of your rental payment which is due at the same time, although they may be taken by us later than this) and the security deposit will be returned to you, or an explanation provided as to why we are withholding part or the full amount of the deposit, within 7 days of your departure date.

Notwithstanding the value of the security deposit held, you will remain liable for the full cost of any repairs or replacements required, or other losses incurred by the Dillington Estate, due to accidental or negligent breakage, loss, damage or other injury to the property and/or the contents therein or disappearance or theft thereof.

We also reserve the right to deduct supplementary charges from the security deposit if the property is not vacated at the stated time or in the event of there being any additional charges outstanding for your stay or any products or services supplied relating to it, or in the case of any other breach of this agreement by you.

It is always our intention to return to you the full amount of your security deposit, and in most we are able to do this. In the event we have reason to withhold some or all of the deposit we will clearly explain why, we will provide evidence of the damages observed and explain the reason for the amount proposed to be deducted.

Security deposits on all of our properties over the Shindig Weekender festival, which takes place on the Estate over the second bank holiday in May, will be set at a higher amount, usually £2,000 per property.

### **Insurance**

It is strongly recommended that you take out a comprehensive travel insurance policy, which will include cancellation cover and full cover for your party's personal belongings as no such cover is provided by the Dillington Estate. Accordingly, any such losses incurred are the responsibility of you, the guest. It is further recommended that you take out personal liability and accidental damage insurance for all members of the party to cover against accidental or negligent damage to the property, and protect against loss in the event of a deduction from the security deposit.

### **Special requests**

If you have any special requests (for example requests for cots, high-chairs or private chef recommendations), please let us know at the time of booking. We will try to address all requests and help where we can, but we can't guarantee that they will be met (for example if all our cots or high-chairs are booked, or if the chefs we know are busy on the days you request them) and we will have no liability to you if they are not. We also cannot guarantee that our recommendations for services provided by others (for example for private chefs or bicycle hire) will be able to provide you with exactly what you need, although we evidently hope they can!

### **Website content, images and copyright**

The website contains copyright material, trade names and other proprietary information, including, but not limited to, text, software, photos, graphics and videos. The entire contents of the website are protected by copyright law. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part.

You may download information from the site for your own personal use only. You acknowledge that you do not acquire any ownership rights by downloading copyright material. We provide hypertext links to other sites operated by other people. Using such a link means you are leaving our site and we take no responsibility for, and give no warranties, guarantees or representations in respect of these linked sites.

The images and content used to advertise our properties online and in other marketing materials, whether such material is produced and used by us in our own marketing materials or by third party agencies for use in their service of advertising our properties, is designed to reflect the buildings we offer to accommodate our guests. We will ensure these images and content remain illustrative of the buildings and the general standard of the fixtures and fittings as they are made available to guests, but we cannot guarantee that the details shown in the photos will exactly reflect the fixtures, fittings and content of the properties as made available to guests, and we reserve the right to vary and replace these fixtures, fittings and contents from time to time.