

Wiston Estate Holiday Lets Terms and Conditions

Conditions of Booking

These are the terms and conditions which apply when you book to hire our Accommodation, whether you use our online reservation service or telephone Booking. These terms may change from time to time so please review them each time you wish to hire our Accommodation. The terms and conditions applying shall be those in place on the date that you make your request to book.

Reservations

- 1. Please check that the details of your Reservation Request are complete and accurate before you fully submit. Wiston Estate will not be liable for any delay or non-performance if you provide us with incorrect information.
- 2. Wiston Estate will confirm our acceptance of your Reservation Request by sending you a Booking confirmation email to the email address that you provide during the reservation process. The Booking is then in force. Wiston Estate reserves the right to refuse any Reservation Request at its discretion without reason.
- 3. You or any of your Guests must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any Accommodation either on its own or as part of a combined offer. Wiston Estate will not honour any reservations made in this way and do not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at Wiston Estate you should contact the office on 01903 812129 or holidaylets@wistonestate.co.uk
- 4. While Wiston Estate will try to accommodate special requests, all Accommodation is subject to availability.
- 5. For information as to suitability of Accommodation for guests with disabilities; there is a sofa bed on the ground floor for guests with reduced mobility, but please be aware there is only a full size bath with an over head shower.

Charges

6. Charges for the hire of the Accommodation and any other goods and services to be provided by Wiston Estate include VAT (at the rate in force at the date of the Reservation Request) and shall be in accordance with a scale of charges provided by



Wiston Estate from time to time. When you make a Reservation Request you will be given a total price for the Accommodation and the Booking dates you have requested. Wiston Estate reserves the right to review the charges from time to time but undertakes to honour all Bookings at the charge quoted at the time of Booking.

7. Wiston Estate requires full payment of the charges at the time of making your Booking. Payment may be made by any of the following card payments: **Visa, MasterCard or Amex**. In the event that your Reservation Request is not confirmed to a Booking a full refund will be given.

Cancellation & Charges

- 8. In the event that you cancel a Booking, Wiston Estate reserves the right to impose cancellation charges. Accordingly if you cancel a Booking:
 - 8.1 8 weeks prior to the Booking -50% of the amount will be refunded.
 - 8.2 Less than 8 weeks prior to the Booking no amount shall be refunded.
 - 8.3 Less than 4 weeks prior to the Booking you may change your Booking to an alternative date, (subject to availability and additional charges resulting from the alternative Booking dates chosen) within six months of the original Booking date.
 - 8.4 Cancellations or alterations should be communicated to the Wiston Estate Team directly on 01903 812129 or holidaylets@wistonestate.co.uk and they will do their best to accommodate your requirements subject to the cancellation charges above.
 - 8.5 Wiston Estate does not operate or offer an insurance policy for cancellations. You may wish to take out your own insurance for such purposes.

Check In & Check Out

9. Check-in and check-out times are as follows:

Check-In: from 3pm to 10pm

Cottage Departure: by 10am on the final morning of your stay

Number of Guests

10. The Accommodation has a maximum number of permitted Guests as detailed on the website. The number of persons attending the Accommodation shall not exceed the number of Guests agreed at the time of Booking.

Use of Accommodation



- 11. You shall ensure that use of the Accommodation is conducted in an orderly fashion without causing a nuisance and in full compliance with any directions of Wiston Estate as may be made known through instructions in the welcome book or within the Accommodation or as you may be informed by the Wiston Estate Team.
- 12. All fire exits and passageways shall be kept free from obstruction at all times and no fire appliances shall be removed or tampered with in any way.
- 13. Smoking (including e-cigarettes) is not permitted anywhere within the Accommodation.
- 14. Guests are required to take all reasonable precautions to ensure that no damage occurs to the Accommodation, its finishes, fittings, furniture and contents or any other property at Wiston Estate and that the Accommodation is left in a clean and tidy condition at the end of the Booking. In the event of damage or the Accommodation requiring extra cleaning beyond that reasonably expected, Wiston Estate may at its own option have such damage repaired or damaged items replaced or repaired or obtain extra cleaning services and charge you for the cost.
- 15. All linen and towels are provided. Should linen or towels be removed from the Accommodation you will be liable to pay on demand the amount required to made good or remedy.
- 16. Wiston Estate kindly asks that noise in the evening is kept to a minimum, with no disturbance after 11pm.

Car Parking

17. Parking is at your own risk. There is off-road space to park 1 \times car at The Pump House.

Dogs

 $18.1 \times \text{dog per Booking}$ is welcome. There is a £25 charge per Booking for additional cleaning costs.

Your Property

- 19. Wiston Estate cannot accept responsibility for any of your or the Guests property and shall not be liable for any loss or damage to property brought to the Accommodation or left behind including any car or other vehicle.
- 20. In the event that property is left behind on departure and these are recovered by the Accommodation team then Wiston Estate can arrange for these to be returned, to a UK address only, by secure signed for post at a charge of £10.

Termination by Wiston Estate



- 21. Wiston Estate may at any time cancel the Booking or refuse you and your Guests the right to use the Accommodation(s) during the Booking Date(s) by giving you written notice (including email) in the event of you or any Guest failing to perform any of the obligations contained within these terms and conditions.
- 22. In the event that Wiston Estate cancels the Booking or refuses the right to use pursuant to Condition 21above, Wiston Estate shall be under no obligation or liability whatsoever to you or any Guest, and neither you nor any Guest shall make any claim whatsoever against Wiston Estate in relation to the Booking.
- 23. Wiston Estate reserves the right to close the Accommodation and to cancel or interrupt any Booking without notice and without any liability legal or otherwise to you or any person affected by such a cancellation (such as any Guest) in the event of war, riot, state of emergency, act of God, fire, flood, civil commotion or where any member of the public is at risk or thought to be at risk, strike (whether official or not), accident, failure of electricity or gas or any other service to the Accommodation, however caused, or for any other reason whatsoever outside the control of Wiston Estate whereby Wiston Estate is unable to perform its obligations.
- 24. In the event that Wiston Estate cancels or interrupts a Booking pursuant to clause 23 Wiston Estate shall let you know as soon as possible and Wiston Estate shall refund in full amount paid by you to Wiston Estate. This shall be the full liability of Wiston Estate in this circumstance. In no event shall Wiston Estate be liable for consequential damages of any nature for any reason whatsoever, including transport costs
- 25. For any other circumstance of termination by us Wiston Estate shall refund you such sums as you have paid to Wiston Estate for the Booking as our full liability and in no event shall Wiston Estate be liable for consequential damages of any nature for any reason whatsoever, including but not limited to, transport costs.

Data Protection

Wiston Estate processes information about you that you provide when making a reservation and/or upon check in at our Accommodation in accordance with our privacy policy and cookie policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

The cottage has a TV on which you can log into your own streaming service accounts. Guests must ensure they log out at the end of their stay.

Governing Law



Please note that these Terms are governed by English law. This means a Contract for a Booking through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You can bring legal proceedings in respect of the Booking in the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland. We will not file a copy of the Contract between us.

General

These terms and conditions shall be binding upon you and all Guests subject to any overriding provisions expressly agreed with the Wiston Estate team in writing.

Definitions & Interpretations

In these terms and conditions (Conditions) the following definitions shall apply:

"Accommodation" means the self-catering cottages Wiston Estate may have available for hire and which You wish to hire.

"Booking" means the contract for hire of the Accommodation for the Booking Dates between You and Wiston Estate which is formed following receipt by You of a Booking confirmation email on behalf of Wiston Estate confirming acceptance and the details of your Reservation Request.

"Booking Date(s)" means the dates that You have booked for use of the Accommodation and as confirmed in the Booking confirmation email;

"Cottage" means such cottage(s) that Wiston Estate may have available for hire and which are identified as The Pump House.

"Guests" means those people staying in the Accommodation;

"Reservation Request" means the request by You for hire of Accommodation for the Booking Dates which request may be made either through online reservations or via telephone Booking;

"you" means the organisation, company or individual who makes a Booking for hire of any Accommodation and being the person responsible for the Guests and "your" shall be construed accordingly.

Terms of website use

Introduction



These terms and conditions together with our Privacy Policy and our Cookies Policy apply to the use of our website https://www.wistonestate.com/terms-conditions/ ("our Site"). Use of our website includes making a Booking.

If you make a Booking through our site, our Terms and Conditions of supply will apply to the Booking.

Please read these terms of use carefully before you start to use the site, as these will apply to your use of our site. By using our site, you confirm that you accept these terms of use and that you agree to abide by them.

We may revise these terms of use at any time by amending this page. Please check this page from time to take notice of any changes.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site

Our site is available to everyone and is free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site without notice and will not be liable for to you if for any reason our site is unavailable at any time.

No reliance on information

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

The content on our site is provided for general information only. It is not intended to be relied upon. Please note although we make reasonable efforts to update the information on our site, content may be out of date at any given time, and we are under no obligation to update it.

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other



proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Linking to our site

If you wish to make any link to our site, please contact winery@wistonestate.co.uk

Third party links

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. You are advised to check the terms and conditions of any such site.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site (including all content). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use. Otherwise you may not use any of the content for any purposes without our consent (and in which case our status (and that of any identified contributors) as the authors of such content must always be acknowledged).

If you have any concerns about material which appears on our site, please do not hesitate to contact holidaylets@wistonestate.co.uk

Thank you for visiting our site.