

THE ROWLEY ESTATES - BOOKING TERMS AND CONDITIONS

1. DEFINITIONS

In these Booking Conditions:

"Booking" means a booking for a Property.

"Booking Conditions" means the terms and conditions of these booking conditions, including the General Notes section which follows.

"Contract" means the contract between you and The Rowley Estates for the Selected Property as may be amended from time to time in writing between you and The Rowley Estates.

"Property" means any of the properties advertised on our website (www.therowleyestates.com)

"Rental Fee" means the total fee for the Selected Property as agreed in writing including rental, heating, electricity, logs, use of bed linen and towels, toiletries and a welcome basket of groceries (and VAT if applicable) but excluding any charges for additional services provided by The Rowley Estates or any of its service providers.

"Rental Period" means the period of time for which you wish to rent the selected Property as stated in the written confirmation of the Booking.

"Selected Property" means the Property specified by you in a Booking.

"Website" means The Rowley Estates website at www.therowleyestates.com

"Written" or "in writing" includes faxes and any non-transitory form of visible reproduction of words and email (but not text messaging via mobile phone)

"You" means the person who makes a Booking.

2. CONTRACT

When you submit a booking or enquiry via our online reservation system you will receive an automatically generated booking or enquiry 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.

2.1. The Contract for renting the Selected Property is between You and The Rowley Estates and it incorporates and is subject to these Booking Conditions.

2.2. By making a Booking You are deemed to have made an offer to enter into a contract with The Rowley Estates for the letting of the Selected Property in accordance with the Booking Conditions.

2.3. The Booking will be deemed accepted and the Contract referable to the Booking will come into effect and be legally binding when a representative of The Rowley Estates issues a confirmation form to You by email or post pursuant to condition 3.5.

3. BOOKING AND PAYMENT FOR DIRECT BOOKINGS

3.1. You may make a Booking by either contacting a member of staff of The Rowley Estates by telephone on the numbers provided on the website or by accepting an offer of a booking by an email sent by a member of staff of The Rowley Estates.

3.2. If, when making your Booking, the start date of your proposed Rental Period is more than 12 weeks away, you must pay a deposit to The Rowley Estates. This deposit is one-third of the Contract Booking Amount.

3.3. The entire Contract Amount is payable at the same time as your Booking if the Booking is made 12 weeks or less before the start of the Rental Period.

3.4. If the full payment of the Contract Amount is not already required (for all bookings at 12 weeks before the start of the Rental Period), The Rowley Estates will request another one-third payment of the Contract Amount 26 weeks before the start of the Rental Period increasing the Booking Deposit to 2/3 of the Contract Amount at this date.

3.5. The Rowley Estates reserves the right to cancel your Booking at any time and retain the deposit if the balance payments of the Contract Amounts are not received by the due date.

3.6. The Rowley Estates will issue a confirmation form to you once it has received written confirmation of the Booking from You and all money due at the time of Booking in cleared funds provided that the Selected Property is available. You should check the confirmation form carefully and notify The Rowley Estates immediately in case of any discrepancy or mistake.

3.7. The Rowley Estates may at any time before The Rowley Estates issues a confirmation form accept bookings from other customers for the Selected Property.

3.8. If the Selected Property is unavailable for your selected Rental Period and The Rowley Estates is unable to accept the Booking for this or any other reason, The Rowley Estates will return all money received from you in full.

Questions regarding payment for bookings made via other websites such as Trip Advisor, Airbnb etc may be raised directly with The Rowley Estates.

4. METHODS OF PAYMENT

4.1. You may pay by cheque, interbank online transfer, credit card or via another form of payment agreed by The Rowley Estates.

4.2. For Bookings made less than 3 weeks before the start of the Rental Period, no cheques will be accepted and payment must be made by interbank online transfer, credit card or another method agreed by The Rowley Estates.

4.3. Instructions for cheque payments will be provided upon request.

5. CANCELLATION

The tables below provide the amounts that may be due to You, should the Contract be cancelled.

Please note that as outlined below in Section 1 and Section 2 the reimbursement terms and cancellation fees are different for bookings of smaller properties of three bedrooms or less vs. bookings incorporating four bedrooms or more.

Section 1 – Amounts that may be due to You after cancellation of a booking contract incorporating a *total number of bedrooms of three or less*

Timing of notice given to cancel	Actions undertaken by The Rowley Estates to achieve a re-let of the Property (Properties) further to your cancellation	Reimbursement of your payment and Administration cancellation fee
At least 12 weeks prior to the commencement of Rental Date	The Rowley Estates is unsuccessful in re-letting the Property (Properties) to another guest party.	You will not be entitled to a refund of The Booking Deposit.
At least 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for the same rental rate as your contract amount.	You will receive a refund of The Booking Deposit, less an Administration Charge equal to the greater of 15% of the value of the Booking Deposit or £50.00.
At least 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for a lesser rental rate than your contract amount.	You will receive a partial refund of The Booking Deposit based on a deduction of the rental shortfall from your Contract Amount, less an Administration Charge equal to the greater of 15% of the value of the Booking Deposit or £50.00. [Note 1]
Less than 12 weeks prior to the commencement of Rental Date	The Rowley Estates is unsuccessful in re-letting the Property (Properties) to another guest party.	You will not be entitled to a refund of any monies paid.
Less than 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for the same rental rate as your contract amount.	You will receive a refund of The Contract Amount less an Administration Charge equal to the greater of 10% of the value of the Contract Amount or £50.00.
Less than 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for a lesser rental rate than your contract amount.	You will receive a partial refund of The Contract Amount based on a deduction of the rental shortfall from your Contract Amount, less an Administration Charge equal to the greater of 10% of the value of the Contract Amount or £50.00. [Note 2]
Termination of The Contract due to You being in breach of The Contract		No monies shall be refunded to You.

Note 1: Example calculation of reimbursement when notice is received to cancel **more than** 12 weeks prior for a property of three bedrooms or less .

Total Contract Amount = £1000.00. Booking Deposit received = £333. After guest cancellation, The Rowley Estates achieves a re-letting of the cancelled property for £900.

Reimbursement amount = £333 (Booking Deposit) - £100 (rental shortfall from original contract amount) - £50 (Administration Charge, greater of 10% of the Booking Deposit or £50) = £183. You receive a refund of £183 from the Booking Deposit received.

Note 2: Example calculation of reimbursement when notice received to cancel **less than** 12 weeks prior.

Total Contract Amount = £1000.00. Contract Amount received = £1000. After guest cancellation, The Rowley Estates achieves a re-letting of the cancelled property for £900. Reimbursement amount = £1000 (Contract Amount) - £100 (rental shortfall from original Contract Amount) - £100 (Administration Charge, greater of 10% of the Contract Amount or £50) = £800. You receive a refund of £800 from the Contract Amount received.

Section 2 – Amounts that may be due to You after cancellation of a booking contract incorporating a *total number of bedrooms of four or more*

Timing of notice given to cancel	Actions undertaken by The Rowley Estates to achieve a re-let of the Property (Properties) further to your cancellation	Reimbursement of your payment and Administration cancellation fee
At least 12 weeks prior to the commencement of Rental Date	The Rowley Estates is unsuccessful in re-letting the Property (Properties) to another guest party.	You will not be entitled to a refund of The Booking Deposit.
At least 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for the same rental rate as your contract amount.	You will receive a refund of The Booking Deposit, less an Administration Charge equal to the greater of 15% of the value of the Booking Deposit or £100.00.
At least 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for a lesser rental rate than your contract amount.	You will receive a partial refund of The Booking Deposit based on a deduction of the rental shortfall from your Contract Amount, less an Administration Charge equal to the greater of 15% of the value of the Booking Deposit or £100.00. [Note 3]
Less than 12 weeks prior to the commencement of Rental Date	The Rowley Estates is unsuccessful in re-letting the Property (Properties) to another guest party.	You will not be entitled to a refund of any monies paid.
Less than 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for the same rental rate as your contract amount.	You will receive a refund of The Contract Amount less an Administration Charge equal to the greater of 10% of the value of the Contract Amount or £100.00.
Less than 12 weeks prior to the commencement of Rental Date	The Rowley Estates is successful in re-letting the Property (Properties) to another guest party for a lesser rental rate than your contract amount.	You will receive a partial refund of The Contract Amount based on a deduction of the rental shortfall from your Contract Amount, less an Administration Charge equal to the greater of 10% of the value of the Contract Amount or £100.00. [Note 4]
Termination of The Contract due to You being in breach of The Contract		No monies shall be refunded to You.

Note 3: Example calculation of reimbursement when notice received to cancel **more than** 12 weeks prior for a booking made at a property incorporating four bedrooms or more.

Total Contract Amount = £2000.00. Booking Deposit received = £666. After guest cancellation, The Rowley Estates achieves a re-letting of the cancelled property (properties) for £1900. Reimbursement amount = £666 (Booking Deposit) - £100 (rental shortfall from original Contract Amount) - £100 (Administration Charge, greater of 10% of the Booking Deposit or £100) = £466. You receive a refund of £466 from the Booking Deposit received.

Note 4: Example calculation of reimbursement when notice received to cancel **less than** 12 weeks prior for a property.

Total Contract Amount = £2000.00. Contract Amount received = £2000. After guest cancellation, The Rowley Estates achieves a re-letting of the cancelled property (properties) for £1900. Reimbursement amount = £2000 (Contract Amount) - £100 (rental shortfall from original Contract Amount) - £200 (Administration Charge, greater of 10% of the Contract Amount or £100) = £1700. You receive a refund of £1700 from the Contract Amount received.

6. RENTAL PERIOD

6.1. The Rental Period commences, unless otherwise notified, at 4.00 pm on the day of arrival and terminates at 10.00 am on the day of departure.

6.2. When booking some Properties for a 2-night weekend stay (Friday and Saturday nights), at certain times of year late departures may be available at The Rowley Estates' discretion.

6.3. If your stay extends beyond the period of hire in condition 6.1, or such other period as expressly agreed in condition 6.2, You may be subject to a charge for the additional time based on the applicable daily rate for the Selected Property.

7. CHANGES OF RENTAL PERIOD

The Rowley Estates will endeavour, but is under no obligation, to consider a request from You to change the Rental Period after it has been confirmed and accepted. Such a request will only be accepted if the Selected Property is available for the new Rental Period requested and either the rate is the same as the original Rental Period or You agree to pay the different rental rate by online interbank transfer or Paypal.

8. USE OF SELECTED PROPERTY

8.1. You agree that the number of people staying in the Selected Property will not exceed the maximum number stipulated on the Website.

8.2. You agree that the Selected Property will be used for personal and domestic purposes only. No external guests will be invited to the property without obtaining prior permission from The Rowley Estates.

8.3. You agree that the Selected Property will not be used for any commercial purposes without the written consent of a member of staff of The Rowley Estates.

8.4. You agree that the Selected Property will not be used for any activity or in such a way as to cause a nuisance or annoyance to neighbours of the Selected Property.

8.5. You and your guests will comply with any reasonable regulations relating to the Selected Property or the site within which the Selected Property is situated, which will be communicated to you upon/prior to your arrival at the Selected Property.

9. CARE OF SELECTED PROPERTY

9.1. You agree to keep the Selected Property and its contents in the same condition and repair as found on your arrival at the Selected Property and shall procure that your guests shall also take such care of the Selected Property and its contents.

9.2. If either You, any of your guests or an animal accompanying you, by act or omission causes damage to the Selected Property and/or its contents, You agree to pay to The Rowley Estates upon written demand, any reasonable costs incurred in making good any such loss or damage.

9.3. You may be required to pay a security deposit. If this applies to the Selected Property, You will be advised of the amount at the time of Booking. The security deposit will be refunded at the end of the Rental Period (less any reasonable costs for breakages, damage etc if applicable). Any security deposit will be taken by a member of staff of The Rowley Estates.

9.4. You shall abide by all instructions with regard to the use of the Selected Property and its fixtures and fittings as notified to You by The Rowley Estates from time to time.

9.5. You must ensure that the Selected Property is left in a clean and tidy condition on your departure at the end of the Rental Period (including cleaning up after any animals which You have been permitted to bring to the Selected Property). The Rowley Estates may charge You for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

10. PETS

10.1. Dogs are welcome at the properties within The Rowley Estates. You should specify that you wish to bring a dog or dogs at the time of booking.

10.2. Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all Properties at no extra charge, even where the Property description states that dogs are not allowed.

10.3. You must ensure that: dogs are properly controlled and supervised at all times; they must not be left unattended at the Selected Property; and they are not permitted in any of the bedrooms or on any of the furniture. You are advised to bring a pet basket.

10.4. Guests with allergies should be aware that The Rowley Estates cannot guarantee that there have been no dogs at the Selected Property, nor (subject to condition 14.2) does The Rowley Estates accept any liability for any suffering which may occur as a result of such pets having been present.

11. RIGHT OF ENTRY

11.1. Members of staff of The Rowley Estates shall have the right of entry to the Selected Property at all reasonable times, except in an emergency where immediate access may be required, for the purposes of inspection or to carry out any necessary repairs or maintenance.

12. RIGHT TO REFUSE BOOKINGS AND TO TERMINATE CONTRACT

12.1. The Rowley Estates reserves the right to refuse Bookings from: (a) groups of people under the age of 21; and/or (b) hen or stag parties.

12.2. You must inform The Rowley Estates at the time of Booking if your party falls in condition 12.1(a) and/or 12.1(b).

12.3. The Rowley Estates reserves the right to terminate a Contract without prejudice to any rights and remedies accrued by The Rowley Estates or You which shall remain following termination and to ask You and your guests to leave the Selected Property immediately if it is deemed necessary by a member of staff of The Rowley Estates as a result of your behaviour or that of any of your guests or any other material breach of these Booking Conditions.

12.4. In the event that your Contract is terminated in accordance with condition 12.3, The Rowley Estates reserves the right not to refund to You any part of the Rental Fees in respect of the shortened Rental Period.

13. COMPLAINTS

13.1. Should there be any cause for complaint during your stay in the Selected Property, You should notify a member of staff of The Rowley Estates promptly and describe the nature of the complaint. The Rowley Estates will use its reasonable endeavours to resolve any complaints,

13.2. There will be a manager on call, whom You can contact in the event that you have a problem with the Property. The manager will use their reasonable endeavours to resolve any issues.

13.3. If the manager is unavailable, please contact Christine Rowley on 07968 258 234 or Charles Rowley on 07861 221 878.

13.4. Any complaints You wish to make after your Rental Period has ended should be made in writing or by email and sent to The Rowley Estates within a reasonable period thereafter.

14. LIABILITY

14.1. Nothing in these Booking Conditions shall limit or exclude the liability of The Rowley Estates for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

14.2. Subject to condition 14.1 all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from the Contract.

14.3. Subject to condition 14.1, The Rowley Estates shall not be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by You, or for any loss (either direct or indirect) of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

14.4. Subject as stated in condition 14.1, the aggregate liability of The Rowley Estates to You for breach of contract, misrepresentation, in tort or otherwise arising under or in connection with the Contract shall be limited to damages not exceeding one times the total amount of the Rental Fee received from you.

15. FORCE MAJEURE

15.1. The Rowley Estates shall not be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control. A member of staff of The Rowley Estates shall as soon as reasonably practicable upon it becoming aware of the same notify You.

16. CANCELLATION INSURANCE

16.1. If You wish, You may take out cancellation insurance to help protect You from cancellation of your Booking. This is not compulsory.

16.2. Where You have taken out cancellation insurance and cancel a Contract with The Rowley Estates, the cancellation must be notified to The Rowley Estates in writing. Should a cancellation be made which is not covered in full under the terms of the cancellation insurance, you remain liable in accordance with these terms and conditions for any monies owed.

17. DATA PROTECTION AND PRIVACY POLICY

Please refer to the Privacy Policy which is separately posted on our website for our privacy policy which is deemed to form part of The Rowley Estates Terms and Conditions.

18. MISCELLANEOUS

18.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2. You shall not, without the prior written consent of The Rowley Estates assign or transfer, or deal in any other manner with all or any of your rights or obligations under this Contract.

18.3. A person who is not a party to this Contract shall not have any rights under or in connection with it.

18.4. The Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

19. CIVIL CEREMONIES AND WEDDINGS

19.1 Civil ceremonies and wedding bookings must be booked directly with The Administration Team of The Rowley Estates and may not be booked online. The Administration Team can be contacted via info@therowleyestates.com or via 07968258234.

GENERAL NOTES

WEBSITE IMAGES

The website of The Rowley Estates is updated from time to time. You acknowledge that minor differences may arise between our photographs, illustrations and descriptions of a particular property and the actual property.

GUEST SAFETY

The Rowley Estates takes guest safety very seriously. Therefore, we ask that Guests who stay in a Property take a few moments on arrival to think about their safety. In particular, we ask that Guests should:

- Check the layout of the Property, so that in an emergency you and your party can get out quickly and easily;
- Check the locations of the fire extinguishers and fire blanket and read the instructions for use;
- Check the location of the first aid box; and
- Read and take note of specific safety information provided in the Property.
- If you have any concerns about the safety of the Property, whether it be the garden, equipment or facilities you should contact a member of staff of The Rowley Estates immediately

COTTAGES WITH CHARACTER

We ask Guests to bear in mind that the properties within The Rowley Estates are period properties and were built before the days of damp proof courses and cavity wall insulation and some Properties may show signs of damp. Please bear this in mind if your party includes an elderly/infirm person or very young children.

Should traditional cottage features (steep stairs, low beams, uneven floors) be a problem for any member of your party, you should consider this when selecting a Property before making any Booking. Please note that such features are included in our Access Statements and a member of The Rowley Estates staff can advise on property suitability.

SPECIAL REQUIREMENTS

We will endeavour to help those in your party with special requirements by recommending cottages that are especially suitable; please refer to our Website or contact a member of our staff to discuss this. Many of our properties are historic buildings and some are listed. Consequently, the structure and fittings will not necessarily have current safety and design features and may lack facilities such as ramps for wheelchairs. Some Properties may not be childproof and may have steep approaches or internal staircases. Therefore, we would strongly advise you to read the Access Statements for any property which You are considering booking before placing a Booking; or please contact us in order discuss any particular needs that you may have prior to booking.

Special requests may be made prior to travel and whilst we will endeavour to meet them, this cannot be guaranteed. Under no circumstances will requests accepted by a member of staff of The Rowley Estates form part of our contractual obligations.

LOCATION IN COUNTRYSIDE

Properties in rural locations can experience some animal noise and occasionally noise from grass cutting or other farm machinery or activities. Some Properties are situated on non-surfaced roads/tracks.

Flora and fauna: in rural areas, insects and other pests are fairly common and not necessarily an indication of poor housekeeping standards. Whilst preventative action is always taken by The Rowley Estates, these pests can never be eradicated completely.

COMPLAINTS

Great effort is made to maintain the highest standards of furnishing and fittings. If You experience a shortfall in housekeeping or maintenance or require any additional supplies for use during your visit, please call the manager on 07732 167 444 or Christine Rowley on 07968 258 234 or Charles Rowley on 07861 221 878 during your stay so we can try to minimise any inconvenience or discomfort.

GUEST DAMAGE

You should report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.

DAMAGE DEPOSIT /SECURITY DEPOSIT

We may require you to pay a security deposit on arrival. If this applies to your Selected Property you will be advised of the amount at the time of Booking. The security deposit will be refunded at the end of your holiday rental (less any costs for breakages, damage etc if applicable).

OTHER ISSUES

Building Work: The Rowley Estates cannot be held responsible for any buildings or road workings which may be carried out close to your Selected Property. Where we are aware of any anticipated works, we will endeavour to advise you in advance.

PROBLEMS DURING YOUR STAY

In the rare event that you have a problem with or complaint about your accommodation, please call the manager as quickly as possible so that swift action can be taken to remedy the situation. If you are unable to make contact with the manager, please call Christine Rowley on 07968 258 234 or Charles Rowley on 07717 861 451 or on 07861 221 878.

WITHDRAWAL OF FACILITIES

The Rowley Estates reserves the right to alter or withdraw amenities or facilities or any activities without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond our control.

CONTACT DETAILS

Christine & Charles Rowley, The Rowley Estates, Blencowe Hall, Blencowe, Cumbria CA11 0DF.

Tel Christine Rowley (Owner) - 07968258234

Tel Charles Rowley (Owner) - 07861221878

Tel Jilly Musgrave (Manager) - 0773267444