
TERMS AND CONDITIONS

Thank you for choosing Portland House, Matlock Bath, Derbyshire DE4 3PX

HOW TO PAY

The deposit of 50% of the tariff is due immediately or if your booking is more than one year in advance then only an initial payment of £100 is due now and the remaining deposit of 50% less £100 is due 365 days before arrival. The final balance (50% of the tariff and any extra services) is due at least 12 weeks before arrival. The refundable House Security Deposit is due at least 1 day before your arrival.

TERMS AND CONDITIONS OF HIRE

THE CONTRACT

This contract is made between the Owner of Portland House, Matlock Bath, Derbyshire DE4 3PX (My Country Houses Ltd) and you (the Client) and bookings are made subject to the conditions herein. All offers and bookings are made subject to availability. The Client must be at least 25 years of age at the time of booking. When the Client submits a booking via the online reservation system the Client will receive an automatically generated booking summary by email to the email address the Client provides in the booking form. This does not form a contract between us. A contract shall only arise when the Client's booking is subsequently confirmed in writing via a letter of confirmation sent to the Client by email. The Client agrees to be bound by the Terms and Conditions of Hire by booking Portland House, Matlock Bath, Derbyshire DE4 3PX. The Client is responsible for all loss or damage to the property from the booked time of arrival (or the actual time of arrival if the Client or any member of the Client's party or anyone associated with the Client's party arrive earlier) until the owners (or owner's representatives) re-enter and officially take over responsibility.

Only the guests listed on the Booking Form are permitted to be on the property internally or externally. Guests names can be changed up to 14 days before arrival. A list of caterers and suppliers is available. The following are prohibited: smoking, vaping, stag groups, pets, noise, non-approved caterers or suppliers, extra guests.

PAYMENT

A confirmation of booking will be made upon verbal or written instructions from the Client of the dates required. A confirmation letter in respect of that booking will then be forwarded by electronic mail to the Client by the Owner. Any error in these details should be notified to the Owner within 24 hours of receipt. Payment is required immediately by bank transfer or credit card. Any balance of charges not received by the Owner on or before the due date will be treated as a cancellation of the contract by the Client.

CANCELLATION

Any cancellations by the Client must be made in writing by electronic mail. The date from which the cancellation applies will be the date on which the cancellation notice is received by the Owner.

CHARGES

Should the Client need to cancel a confirmed booking for any reason whatsoever, the deposit will be held by the Owner and the full payment is still due. The deposit is non-refundable. A refund less the deposit will only be made if the Owner re-lets at full rent. Clients failing to arrive within 1 hour of the arrival time on the first day of hire and having omitted to directly inform the Owner of their delay shall be considered to have cancelled their booking and the standard cancellation charges shall apply.

The Owner strongly recommends that Client takes out appropriate Cancellation Insurance.

The Owner does not expect to have to make any changes to the Client's booking, but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Owner will contact the Client (by phone or electronic mail) as soon as is reasonably practical, explain what has happened and inform the Client of the cancellation or change. No compensation is payable for minor changes. Such minor changes do not entitle the Client to cancel without paying the normal charges set out in these Conditions. A minor change is a change which, taking into account the

information the Client gave on the electronic booking form at the time of booking, the Owner could not reasonably expect to have a significant effect on the Client's confirmed booking.

If a significant change has to be made (and the change is not acceptable to the Client) or the Client's booking has to be cancelled by the Owner, the Owner will offer a refund only. No additional compensation is due. However, refunds or compensation will not be payable where any change or cancellation result from "force majeure" or from a closure or restrictions placed on the premises or part of the premises or anywhere within a 25 mile radius of the premises, for example by a Public Authority or Private Entity. The Owner is not liable for any changes, cancellations, effect on the Client's holiday, loss or damage suffered by the Client or for any failure by the Owner to properly perform any of their respective obligations to the Client which is due to any event(s) or circumstance(s) beyond the reasonable control of the Owner, for example by "force majeure". By way of example, force majeure includes fire, flood, weather conditions, epidemics, destruction or damage of the property by any cause and all similar situations. No refund or compensation is due during the Client's stay if the Client's booking has to be cancelled before departure. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property / accommodation) will be payable in such circumstances by the Owner to The Client.

PERIOD OF HIRE

The hire period commences at the Arrival Time on the first day of hire and terminates at the Departure Time on the last day of hire unless by prior arrangement confirmed in writing. Notification must be made to the Owner in order that arrangements can be made for entry into the accommodation. Failure to do so may result in the inability to gain access to the property. Failure to arrive within one hour after the start time and date of the holiday, with non notification to the Owner, may result in the booking being treated as having been cancelled by the Client. No refund of monies paid by the Client and no compensation will be made in this situation. The Owner reserves the right to make a charge equivalent to one night's rental where there is a delay in excess of 1 hour in the client vacating the property on the last day of hire.

CARE OF PROPERTY

The Client and the Client's party or anyone associated with the Client or Client's party shall take all reasonable care of the property and its furnishings and effects and agrees to leave the property in the same condition of cleanliness and tidiness as at the commencement of hire. The Client and the Client's party or anyone associated with the Client or Client's party must not use the property for any dangerous, offensive, noxious, noisy, immoral activities or carry on there any act which may be a nuisance or annoyance to the owner or other neighbouring property. Any exceptional costs may be charged to the Client.

DAMAGE

In the event of breakage or damage to the property and/or its contents caused by the Client or any member of the Client's party or anyone associated with the Client or Client's party, full payment is required from the Client for the administration and for the cost of replacement or repair. If an additional deposit is kept as an inventory and cleaning deposit this will be repaid in full within 4 days following departure, if no breakage or damage occurs, all terms and conditions have been met by the Client and all members of the Client's party and only if the accommodation is left in a clean and tidy condition.

PROVISION OF OTHER SERVICES

The Owner will, as an extra service to the Client, suggest third parties to the Client (for example, for beauty therapy services, provision of catering). The Owner accepts no liability whatsoever for these services/goods provided. The Client must book directly with third parties and the Client accepts full responsibility and liability if a third party is present at the property. The Owner must also give written permission in advance.

NO PETS

Pets are not admitted as it is a hypoallergenic environment. Should this condition not be observed, the Owner retains the right to refuse entry to all guests within the party. The Client will not be refunded the House Security Deposit.

NO SMOKING OR VAPING

Smoking or vaping is not permitted within the property. Should this condition not be observed, the Owner retains the right to refuse entry to all guests within the party. The Client will not be refunded the House Security Deposit.

OCCUPANCY

Only the guests named on the electronic Booking Form are permitted to be inside or outside of the property. The number of guests occupying the property must not exceed the maximum number stipulated by the Owner which for Portland House is 24 guests plus 2 babies.

BREACH OF TERMS AND CONDITIONS

The Owner is entitled to refuse to hand over to the Client, or to repossess, the property (which includes fixtures, fittings, furnishings and decorations) if the Owner reasonably believes that any damage or noise is likely to be caused, has been caused or is being caused by the Client or any members of the Client's party or anyone associated with the Client's party or if the Owner believes that the number of guests has been exceeded or is likely to be exceeded or that someone not named on the electronic guest list is, or is likely to be, inside or outside of the property. These circumstances will be treated as a cancellation by the Client. No refund of any monies The Client has paid in respect of the Client's booking will be made and the Owner will have no liability and the Owner will not pay compensation to the Client as a result of this situation arising (including for example any costs or expenses the Client incurs due to not being able to occupy the property). In this situation the Owner is not under any obligation to find any alternative accommodation for the Client. Sub-letting is not permitted.

WEBSITE/BROCHURE DETAILS

The Owner aims to ensure that the information provided is accurately conveyed in the website/brochure and other promotional literature and materials produced and circulated by the Owner. However, the information and prices in this website/brochure/other material may have changed by the time of booking. Whilst every effort is made to ensure the accuracy of the website/brochure/other material and prices at the time of printing, changes and errors do occasionally occur. The Client must therefore check all details of their chosen arrangements with the Owner at the time of booking. There may be small differences between that actual property and its description, as the Owner is always looking to improve facilities or services. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Owner will tell the party leader as soon as reasonably practical after the Owner becomes aware of the situation. No refund or compensation is payable and the Client is not entitled to cancel without paying the normal charges set out in these Conditions.

COMPLAINTS

The Owner or Owners Representatives are contactable at all reasonable times during the Client's stay. Any complaints should be notified immediately and directly to the Owner (or the Owners Representatives in their absence) during the Client's stay only and the Owner (or Owners Representatives) shall endeavour to deal with any complaint promptly.

LIABILITY

The Owner, their employees and representatives shall not be liable to the Client or the Client's party or anyone associated with the Client's party for loss or damage to persons or property howsoever arising. The Client must take all necessary steps to safeguard personal property.

RIGHT OF ENTRY

For the undertaking of necessary repairs, maintenance or inspections, the Owner or Owners Representatives has the right of entry to the property at all times. Prior notice will be given to the Client wherever possible and privacy will be respected at all times.

The contract is subject to English law.

Thank you for choosing to stay at Portland House