



GRADBACH

DISTINCTIVE ACCOMMODATION

Terms and Conditions – Farmhouse Bookings

Definitions

In these Terms the following words will have the following meanings:

Client:	The individual, firm, company or other party who makes the Booking and with whom these Terms are agreed.
Extras:	Any extra services or facilities for the Reservation as more particularly detailed on Gradbach's website, publications or requested by the Client, and "Extra" will be construed accordingly.
Farmhouse:	Gradbach Farmhouse and its grounds, situated in Gradbach, Buxton, Derbyshire SK17 0SU.
Mill:	Gradbach Mill, situated in Gradbach, Buxton, Derbyshire SK17 0SU.
Gradbach:	Gradbach Limited, a company registered in England and Wales under company number 09761616, and whose registered office is at Gradbach Mill Allgreave, Nr. Macclesfield, Cheshire SK17 0SU.
Hiring Pack:	The pack made available to Clients in the Farmhouse containing useful information about the Farmhouse, the Premises and the surrounding area.
In Writing:	A written communication from one party to these Terms to the other including, but not limited to, a letter, a facsimile transmission or an electronic communication signed by a duly authorised representative of Gradbach or the Client (as appropriate).
Premises:	The property known as Gradbach Mill and Farmhouse and its grounds, situated at Gradbach, Buxton, Derbyshire, SK17 0SU, of which the Farmhouse is a part.
Price:	Gradbach's fee for the hiring of the Farmhouse for the Reservation.
Reservation:	The Client's reservation to hire the Farmhouse as per the booking confirmation.
Terms:	The Booking confirmation and these terms and conditions, together comprising the entire agreement between Gradbach and the Client.
Working Day:	Any day which is not a Saturday, Sunday or a bank or other public holiday in England.

Words importing the singular number will include the plural and vice versa; words importing the masculine will include the feminine and neuter and vice versa; and words importing persons will include bodies corporate, unincorporated associations and partnerships.

Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time.





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Reservations and payment

1. To make a Reservation, the Client must pay a non-refundable deposit of £500 or the full amount of the booking whichever is the lesser.
2. Gradbach will acknowledge receipt of the Booking via email. All bookings are provisional until a deposit is paid & the booking is confirmed in writing.
3. The Price quoted will include the following:
 - All services outlined on the booking confirmation
 - VAT & Any other additional taxes;
 - The fees payable in respect of any Extras requested;
 - All reasonable (in Gradbach's discretion) water, heating, oil, electricity, Wi-Fi & hot tub use costs,
4. Payment of the Price is via a non-refundable deposit of £500, payable immediately on the confirmation of the booking, with the balance due 12 weeks prior to the arrival date unless agreed otherwise.
5. Payment is to be made via debit or credit card by phone unless agreed otherwise.
6. If the Client fails to make a payment due under these Terms, Gradbach may charge interest at the rate of 3% per annum above the base rate from time to time of Lloyds Bank PLC, compounded daily from the date that the payment was due to the date that it was paid in full.

Amendments and Cancellations

1. The Client will specify all the required information upon booking.
2. Gradbach reserves the right to alter the Price and/or cancel the Reservation in the event that the Client amends the booking
3. After Gradbach has confirmed the Reservation, the Client has 2 Working Days from the date of receipt of the confirmation of the reservation to request an amendment to the booking or to request cancellation without charge, provided that the reservation is at least 14 days after the date of the confirmation.

Notice given	Cancellation Fee (%-age of total Price)
12 weeks or more pre-arrival	The £500 deposit
61-90 days pre-arrival	45% or £500 whichever is the greater
31-60 days pre-arrival	65% or £500 whichever is the greater
15-30 days pre-arrival	85% or £500 whichever is the greater
14 or less days pre-arrival	100%



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4. The above fees are calculated on the basis of the probability that Gradbach will be able to re-let the Farmhouse and are a genuine pre-estimate of the loss that Gradbach will suffer in the event of a cancellation by the Client. The Client hereby acknowledges these fees and agrees that they are reasonable in all the circumstances.
5. Where the Client gives notice to cancel its Reservation, Gradbach will use its reasonable endeavours (without having to incur any expenses) to re-let the Farmhouse. If an alternative reservation is arranged, any income received by Gradbach from such reservation will be used towards the total or partial fulfilment of the Client's liability to Gradbach. As such, the Client acknowledges that Gradbach is not able to notify the Client of the final cancellation fee due (if any) until after the replacement reservation and agrees that such a delay in the notification of the cancellation fee (if any) does not constitute a waiver of the cancellation fee by Gradbach.
6. In the unlikely event that Gradbach has to cancel the Reservation;
 - It will provide the Client with as much notice as possible and with a suggestion for an alternative date or location of comparable quality (in the reasonable opinion of Gradbach).
 - If the Client elects to alter the Reservation as so suggested, the deposit and any other pre-paid amounts will be transferred to the relevant owner, organisation or individual (if required).
 - If the Client elects to cancel its Reservation, the deposit and any other pre-paid amounts will be repaid to the Client, less any deductions for the reasonable expenditure of Gradbach towards the preparation of the Farmhouse for the Reservation, within 30 days of confirmation of cancellation.
7. The above cancellation rights are in addition to the termination rights specified in the termination clauses below

Obligations

The Client will:

- Pay the Price promptly in accordance with the Terms
- Pay any charges and fees that are reasonably demanded by Gradbach and are as permitted by the Terms
- Not use the Farmhouse for anything other than a short-term holiday let
- Not use any other part of the Premises other than the Farmhouse or as permitted by Gradbach
- Not arrive earlier than 15:00 on the day of arrival, nor leave later than 10:00 on the day of departure
- Obey the rules of the Farmhouse and any other regulations, rules or requirements of which Gradbach makes the Client aware
- Comply at all times with all applicable laws, statutes and regulations
- Not cause, or permit the causing of, any damage to the Farmhouse and/or the Premises and to return the Farmhouse and the Premises to their original state before departing
- Not alter the Farmhouse or the Premises in any way
- Not cause any disturbance to other users of the Farmhouse and/or the Premises (if any) or to the neighbouring properties and people
- Remove all rubbish from the Farmhouse and deposit it in the refuse bins provided by Gradbach
- Not do anything, or act in any way, which may bring Gradbach, the Farmhouse and/or the Premises into disrepute
- Not allow any pets or other animals onto the Premises, save for assistance dogs
- Not smoke, nor permit anyone to smoke, in the Farmhouse
- Not use the hot tub except in accordance with the operating instructions contained in the Hiring Pack
- Not adjust the settings on the heating system save in accordance with the instructions contained in the Hiring Pack
- Not enter any part of the Premises which is designated 'No Unauthorised Access'



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Gradbach will;

- Grant the Client access to the Farmhouse (and any other parts of the Premises as are required) for the purposes of the Reservation;
- Provide the agreed Extras
- Notify the Client of any relevant rules, regulations and procedures that affect the Reservation, the Farmhouse and/or the Premises.

Liabilities and Indemnities

1. Nothing in this Clause will be interpreted or construed as excluding or limiting the liability of either party for death or personal injury resulting from negligence, fraudulent misrepresentation or any other matter, the exclusion or limitation of which is prohibited by law.
2. Gradbach will only be liable for losses or damage that arise as a direct consequence of its proven breach of contract or negligence. Gradbach will therefore not be liable for any business losses (including loss of profits, revenue, opportunity, etc.), property damage or personal injury that is either suffered as an indirect consequence of Gradbach's breach or negligence or is caused by the Client or any third party not connected to Gradbach.
3. The total aggregate liability of Gradbach under or in connection with the Reservation and the Terms will be limited to the lower of:
 - The cost of providing an alternative location for the Reservation that, in the reasonable opinion of Gradbach is of comparable quality; or
 - 150% of the Price.
4. Any claim that the Client makes against Gradbach for a breach of these Terms that does not involve the personal injury of the Client, must be made In Writing within 60 days of the Event, otherwise such claim is time-barred and Gradbach will not be liable for it, unless the Client is a consumer entering into these Terms for any purpose not connected to its business, in which case any claim must be made within 6 months of the Event.
5. The Client will compensate Gradbach in full against all expenses, loss, damage or liability suffered, and all reasonable legal fees and costs incurred, by Gradbach, or for which Gradbach is liable, directly resulting from:
 - Any act, omission, neglect or default of the Client;
 - Any failure of the Client to comply with any of the rules, regulations or procedures notified to them by Gradbach; and
 - Any loss or damage to the Farmhouse or the Premises and/or any other breach of the Terms caused by the Client.





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Termination

1. Gradbach may terminate the Terms, and/or cancel the Reservation immediately on notice In Writing to the Client if:
 - In the reasonable opinion of Gradbach, the Client carries out, or may carry out, activities at the Farmhouse and/or the Premises that are of an illegal or immoral nature or would in any way harm or prejudice the reputation of Gradbach;
 - The Client misrepresents the nature of its hire of the Farmhouse to Gradbach;
 - The Client is more than 30 days in arrears with a payment due to Gradbach for any services or facilities previously supplied to the Client or any of its holding, subsidiary or associated companies;
 - The Client dies or becomes bankrupt; or
 - The Client commits a material breach of these Terms, which is not remedied (if capable of remedy) within 14 days of a notice requiring it to be remedied.
2. Gradbach reserves the right, in its absolute discretion, to close and/or alter all or any part of the Farmhouse and/or the Premises for technical, operational or health and safety reasons.
3. The Client may terminate the Terms and/or cancel the Reservation immediately on notice In Writing to Gradbach if Gradbach commits a material breach of these Terms.
4. If the Reservation cannot be held, or the Terms otherwise not complied with, for any reason beyond the reasonable control of the parties (including, but not limited to, war, terrorism, fire, flood, act of God, extreme weather, natural disaster, industrial action and severe disruption to services and transport), such non-performance of the Terms will not be a breach of the Terms.

Dispute Resolution

1. The Client should submit all complaints to Gradbach via email to info@gradbach.co.uk, and a representative of Gradbach will attempt to resolve the complaint directly with the Client.
2. If the Client is not satisfied with the progress that is made following the sending of the email referred to in Clause 1 or if no solution is reached within 3 months of the complaint being made, the Client may submit its complaint to a certified provider of alternative dispute resolution.
3. If the Client is a consumer entering into these terms for any purpose not connected to its business, it can submit its claim to the online dispute resolution platform of the European Union via the following website: <http://ec.europa.eu/consumers/odr/> at any time.
4. Nothing in this Clause prohibits either party from seeking redress via the courts at any time.





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General

1. The Client acknowledges that closed-circuit television cameras are in use at the Premises and accepts that its image will be captured whilst in and about the Premises.
2. In order to perform its obligations under the Terms, Gradbach may require that the Client disclose certain 'personal data' (as that term is defined in the Data Protection Act 1998). Such data will only be used in connection with providing the Reservation. The collecting, using and storing of the data will be done in accordance with the Data Protection Act 1998 and any other relevant legislation.
3. Neither party may assign, transfer or sub-contract its rights or obligations under the Terms.
4. No variation to these Terms is permitted without the prior consent In Writing of both parties.
5. These Terms contain the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understanding between the parties.
6. The failure of either party to exercise any of the rights that it has in the Terms, or if there is a delay in such rights being exercised, will not be interpreted as a waiver of those rights, or affect the party's ability to enforce those rights at a later date.
7. The parties intend each provision in the Terms to be severable and distinct from the others, If a provision of the Terms is held to be illegal, invalid or unenforceable, in whole or in part, the parties agree that such provision will be severed to the least possible extent required in order to ensure the continued legality, enforceability and validity of the Terms.
8. All notices sent by a party pursuant to the Terms will be sent to the registered office address of the party by recorded post or facsimile transmission, or to a suitably senior employee of the party by email, if appropriate.
9. A party who is not a party to the Terms will have no right to enforce any of the provisions of the Terms under the Contracts (Rights of Third Parties) Act 1999.
10. These Terms are governed and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

