

MONNINGTON HOUSE

Monnington on Wye, Herefordshire, HR4 7NL

Terms and Conditions of Monnington House, Garden Cottage and The Cider Mill, Monnington-on-Wye, Herefordshire HR4 7NL. The contract for short term holiday let agreed after 18th May 2025.

Please note that these Conditions should be read in conjunction with the Booking Confirmation Form and House Rules.

1. CONTRACT

Hugh and Anna Pearson Gregory, the Owners of Monnington House, Garden Cottage and The Cider Mill, Monnington-on-Wye, Herefordshire HR4 7NL will arrange short term holiday let of the said property. The Contract is between the Owners of the Property and the person making the booking (the Lead Booker), who shall assume responsibility for all party members and visitors. Any issues arising under the Contract should be addressed to the Owners. The Booker must be aged at least 18 and must provide a list of all guests and contain details of names, ages, contact details and postcodes.

The Contract will be entered into when the Owners issue the confirmation form after payment of the balance of the Booking Price and will be subject to all the Booking Conditions. The Booker should check the confirmation form carefully.

2. PAYMENT

(a) **DEPOSIT:** A deposit of 40% of the Booking Price, service charge and booking fee is payable to reserve specified dates to stay at the Property.

(b) **BALANCE:** The remaining 60% of the Booking Price, service charge and booking fee is payable 90 days before the start of the let (unless otherwise specified on the Booking Confirmation) when booking Monnington House,

Garden Cottage and The Cider Mill. Should a booking be made within 3 months of the start of the holiday let, the full deposit and balance must be paid together. The remaining 60% of the Booking Price, service charge and booking fee is payable 60 days before the start of the let (unless otherwise specified on the Booking Confirmation) when booking The Cider Mill only. Failure to pay the balance on or by the due date shall be construed as a cancellation by the Booker.

3. TRAVEL INSURANCE: The Owners strongly recommend you obtain travel insurance to cover the Booker and guests in the event of a cancellation outside our refund policy. The Owners are unable to advise but understand insurance is available through Trailfinders www.trailfinders.com/insurance/step: PJHayman www.pjhayman.com/travel-insurance/staycationplan; Coverwise www.coverwise.co.uk/travelinsurance/coronavirus.

If you choose not to purchase travel insurance then you accept responsibility for any loss that you may incur due to your cancellation.

4. CANCELLATION AND REFUND POLICY –

You may cancel a Booking before Arrival Date by contacting us in writing using the Contact Details

Your liability for the Booking Price is dependent on the Property and the period of notice that you have given as set out below

Monnington House and Garden Cottage (sleeps 18) and Monnington House, Garden Cottage and The Cider Mill (sleeps 24)

Number of days before Arrival Date that notification of cancellation is received	Percentage of Booking Price payable by you
More than 90 days	5%
60 to 89 days	40%
45 to 59 days	55%
30 to 44 days	75%

3 to 29 days	90%
0 to 2 days	100%

The Cider Mill (sleeps 6)

Number of days before Arrival Date that notification of cancellation is received	Percentage of Booking Price payable by you
More than 60 days	5%
45 to 59 days	40%
30 to 44 days	55%
15 to 29 days	75%
3 to 14 days	90%
0 to 2 days	100%

If you have paid in full, a partial refund of the Booking Price may be provided depending on when you notify us of the request to cancel. If you have only paid the Booking Deposit or Booking Price in part, you may be required to make further payments to cover your liability set on in the above tables. You will also be liable for the Cancellation Fee.

We will confirm your cancellation with you in writing and notify you of any refund due to you or payment due from you at that time.

If you cancel your Booking we will try and relet the Property. If we are able to relet the Property we will be able to offer you a refund subject to any difference between the Booking Price and the relet price and excluding any additional charges which are non refundable according to these terms.

For example if you have booked Monnington House and Garden Cottage and the Booking Price was £4000 and re let the Property for £3200 the refund would be £3025, being the Booking Price less the difference in the

relet price of £3200 and the Cancellation Fee of £185.

For example if you have booked Monnington House, Garden Cottage and The Cider Mill and the Booking Price was £5000 and relet the property for £4500 the refund would be £4250, being the Booking Price less the difference in the relet price of £4500 and the Cancellation Fee of £250.

For example if you have booked Monnington House and the Booking Price was £2300 and relet the property for £2000 the refund would be £1875, being the Booking Price less the difference in the relet price of £2000 and the Cancellation Fee of £125.

For example if you have booked The Cider Mill and the Booking Price was £1080 and relet the property for £ 972 the refund would be £ 912 being the Booking Price less the difference in the relet price of £ 972 and the Cancellation Fee of £ 60.

You will be liable for the Cancellation Fee to cover our costs in refunding you and attempting to relet the Property.

If you depart voluntarily from the Property before the Departure Date no refund shall be given. Similarly if you fail to show for your Booking this will be regarded as a cancellation and will not be refundable.

Any refunds will take up to 14 working days to be processed from the point of agreement

The Owners will make refunds in the following circumstances

Force Majeur: If Monnington House, Garden Cottage or the Cider Mill have to close due to circumstances beyond our control at the site, we will offer alternative dates or offer a full refund. Examples include flood, fire, pestilence or infection. We will also make a refund If the booking is terminated early based on the circumstance and usage of the property. This refund will be the only liability of the Owners and no additional costs, compensation or expenses will be payable.

5. SECURITY DEPOSIT: In addition, a pre-authorised security deposit of £1000.00 is payable when booking the combined properties of Monnington House, Garden Cottage and the Cider Mill, £ 750 is payable when booking Monnington House and Garden Cottage, £500 when booking Monnington

House and £250 is payable when booking the Cider Mill as specified on the Booking Confirmation. This will be taken 48 hours prior to your arrival. If your card details are out of date or you would prefer to use a different card please notify us. This payment will not be processed if the property is left in good condition.

The Booker is legally bound to reimburse the property Owner for replacement, repair or extra cleaning costs on demand. The security deposit is to cover any damage to the property and any contents, extra cleaning costs if the property is left in an unreasonable state, neglect, loss or non return of keys, excessive or long-distance telephone charges.

In the event of damages caused by you, the Booker and your party during your stay costing in excess of the security deposit payment you will be notified in writing of the amount owing. These costs are to be paid immediately.

6:

The Owners shall not be under any liability to the Booker or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected to the let. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract. If the Property which the Booker has booked becomes unavailable or unusable for an unforeseen or foreseen reason prior to the date of booking, then the Owner reserves the right the booking and will reimburse the Booker any monies paid.

7. BOOKING AMENDMENTS

If you, the Booker, decide to alter any details after your booking has been confirmed by us, providing that we are informed no later than three months prior to arrival, these will be treated as changes and a £40 administration fee will be charged. However, any change requested within 12 weeks will be treated as a cancellation.

By signing these terms and conditions you are agreeing not to sell or transfer the booking to another party without written consent.

8. PERIOD OF HIRE

You agree not to arrive at the Property before the Arrival Date and time and to depart from the Property no later than the Departure Date and time. The Property will not be available at any outside of the times reserved by you. We reserve the right to make an additional charge in the event you have not left the Property by the agreed Departure Date and Time. Rentals commence at 4.00 pm and terminate strictly before 10.00 am for the Monnington House, Garden Cottage and Cider Mill save for the games room and table tennis room which terminates at 9.00 am. Housekeeping to be given access to the properties from 9.30 am. These times are specified on the Booking Confirmation.

9. USE OF PROPERTY

The number of persons occupying the Property overnight must not exceed the maximum number stipulated on the Booking Confirmation. Names of all guests over 18 and their respective post codes to be supplied. No substitution of guests is permitted. The property is let as a holiday home and may not be used as a venue for an event more made available to paying Bookers. We reserve the right to deny access to the entire party, to require the entire party to immediately vacate the property and / or to retain the full Cautionary Deposit if this condition is not observed.

10. PARTIES

No parties or events are permitted to be held

11. COMPLAINTS

Should there be any cause for complaint during the occupation of the Property, it must be notified immediately to the Owners during the holiday. Complaints will not be entertained subsequently and certainly not after the end of the rental period. The Owner must be given the opportunity to rectify any problem identified by the Booker during their stay. No correspondence will be entered into in respect of complaints made on the day of departure or after the Bookers return home when no opportunity has been provided for the Owner to rectify the problem.

12. CARE OF THE PROPERTY AND DAMAGES AND BREAKAGES

The Booker agrees to take reasonable and proper care of the Property including all of its contents and surrounds and to leave it in the same state of repair, condition and tidiness as at the beginning of the stay. The Booker

to be responsible for any breakages and items missing or any other loss or damage occurring at or to the Property, during the Occupancy Period. The Booker will be required to pay for any such loss, damage, breakages or missing items and any necessary tidying and cleaning (other than normal cleaning) which is required following departure on demand.

Upon your arrival please notify us of any defect within 24 hours. Thereafter you will be deemed to have accepted the conditions of the Property and may be held responsible for any damage discovered at a later date.

All defects or want of repair that may be noticed in the Property or the furnishings, fittings, contents or decorations thereof must be reported IMMEDIATELY to the Owners and not attempt to repair the same shall be made other than by the Owners or persons authorised by them. The Booker is responsible for the behaviour of all persons who may be resident in (or otherwise in) the Property during the Occupancy Period and for the condition in which the Property is left at the end of the Occupancy Period.

No inflammable or explosive material shall be stored or placed in or close to the Property. No dirt, rags, oil or similar material shall be put in any baths, sinks, lavatory or pipe at the Property. No firearm, shotgun, crossbow or air weapon shall be brought onto the property without written permission first having been obtained and in no circumstances shall any such weapon be kept in the Property.

13. HOUSE RULES

Any House Rules provided to you are incorporated into these Terms and breach of any of the House Rules will be treated as a breach that entitled us to cancel the Booking. At our discretion we may request immediate departure from the Property without refund.

14. LINEN

Sun cream, fake tan, waterproof makeup and hair dye can cause permanent damage to bedding, linen, soft furnishings and towels and we ask all guests take care when using these products. If you plan to use them, we recommend you bring spare linen in order to prevent staining during your stay. If such staining occurs, although every effort will be taken to remove any stains if this is not possible, a charge may be levied to replace these items.

15. ELIGIBILITY

As our property is a private home it has a restriction in place in terms of the type of group accepted. With this in mind you will be asked the occasion for your stay at the point of booking; please note that if it transpires the occasion is not as detailed, we reserve the right to require the property to be vacated immediately and to retain your cautionary deposit which will be used to compensate the Owners accordingly.

16. WARRANTIES

The Owners do not warrant and are not responsible for the accuracy of any verbal information given or statements made by its agents.

17. ACCESS

The Owners (or their representatives) shall be allowed access to the Property at any reasonable time for essential maintenance or required inspections. Wherever possible, this will be by prior arrangement with the Occupier.

18. PETS

Only well trained dogs are accepted by prior approval in Monnington House and the Cider Mill and not in Garden Cottage. A maximum of 2 dogs in the house and 2 dogs in The Cider Mill. Dogs are permitted on the flagstone areas of the house and not permitted on any carpeted areas nor on any furniture which includes upstairs. In The Cider Mill the dogs are permitted in the kitchen/sitting room only and not in the bedrooms nor on any furniture. They may not be left unattended. You are liable for any damage caused and or parasites introduced by the animal you bring with you for the Booking. A charge of £25 per permitted dog applies. No dogs under one year old nor elderly dogs who are incontinent are permitted nor bitches in season. All dog waste to be collected immediately. Failure to collect will incur charges. Dogs must be kept on leads on farmland at all times. No other domestic pets can be accepted.

19. PARKING

There is shared parking for 10 cars at Monnington House and Garden Cottage and parking for 5 cars at The Cider Mill

20. SPEED LIMITS

In the interests of safety, all drivers should approach the property at 20MPH at all times.

21. EV CHARGING

Domestic electric vehicle chargers (commonly known as 'granny charger' or a 'trickle charger' are not suitable for use at the property and are strictly forbidden. You are liable for any damage or loss suffered by us due to your unauthorized use of domestic chargers.

22. RESPECT FOR OTHER RESIDENTS

The property shall not be used in such a way to cause annoyance or nuisance to any other person nor to the occupants of any other property or land nor for any illegal or immoral purpose or for any trade or business

The property is rented for use as a private house for the period of the rental and therefore the person/persons renting the house and their guest must treat neighbours and neighbouring properties with due concern and respect: complying with all relevant by laws including those relative to noise disturbance to preserve a quiet and peaceful atmosphere with no noise from musical instruments, radios, television and any other activity to cause disturbing levels of sound to other neighbours.

In particular music systems, television sets, musical instruments and similar equipment may not be used outside at any time and must be used in such a way as to cause no annoyance or disturbance to any person or occupant of neighbouring properties and the volume of all equipment and the voices of occupants should be controlled so as not to be audible outside the property between 10.00 pm and 9 am.

23: FIREWORKS, CHINESE LANTERNS, DRONES

The use of fireworks and chinese lanterns and the use of drones are prohibited on the property. Please note valuable horses, animals and hay barns are all within close proximity.

In the event of a noise nuisance being caused or by fireworks being used we reserve the right to retain some or all of the Cautionary Deposit, or, in persistent cases, we reserve the right to ask you to vacate the property with immediate effect.

24; CANDLES AND WOODBURNERS

Candles and indoor smoking and similar fire hazards are not permitted. There are faux candles in the dining area at Monnington House and The Cider Mill. AA batteries should be brought.

Please do not cover the woodburners and always keep the door shut. No more than 3 logs to be put in the woodburner at one time. Please ensure the fire is dieing down at least one hour before retiring to bed.

25: ILLEGAL SUBSTANCES

The use of illegal substances or indeed any activity that is against the law of the United Kingdom is prohibited.

26: INTOXICATION

Should the Booker or any member of their party arrive at the property for check in in an apparently intoxicated state we reserve the right to deny access to the entire party.

27. MEDICATION

Please be vigilant about leaving any medication behind i.e. dropped pills/tablets, due to the dangers they pose to very young children.

28. NAPPIES

All nappies should be placed in nappy sacks and then into black bin liners.

29. RUBBISH

Please place all household rubbish in black bin liners in the black bins for collection. Food waste and dog waste to go in the black in. Recycling (bottles, cans, cardboard, plastics) should be place loose in the green bins. Bin collection day is Thursday. Bins should be placed at the end of the drive on the road on Wednesday evening for early collection on Thursday morning.

30: DYES,FELT PENS AND WAX CRAYONS

Are not permitted in case of damage to the property or furnishings. Any damage caused by any of these items will be charges to the guest

31. TELEPHONE AND WIFI

Please note a landline is provided for your use for local calls and emergencies only at Monnington House. Wifi is offered on a complimentary basis for recreational use. Availability is not guaranteed, nor is minimum speed, unrestricted bandwidth or uninterrupted provision of internet access. We the Owners accept no liability for loss of coverage or quality where services are unavailable or interrupted.

32: DOORS/WINDOWS

Please be sure to lock all doors and windows when leaving the property and upon retiring

33: SMOKING

Smoking is not permitted on the properties

34: FARM BUILDINGS

Access to the nearby farm buildings is STRICTLY NOT permitted.

35: BLINDS

We, the Owners, bring to your attention there are a number of blinds within the property. Young children can strangle in the loop of pull chords, chains and tapes and cords that operate the product. To avoid strangulation we request no cots are placed within reach of these cords.

36: DATA PROTECTION

Any personal information or details provided by the Booker to the Owners shall be treated and kept in confidence and will not be provided to anyone. Any person information or details provided by the Owners to the Booker, including details of the Owners of the Property shall be treated and kept in confidence and will not be used except for the purpose of licensing the Property in accordance with this Agreement. The Booker shall advise the Owners as soon as reasonably practicable of any change to the Bookers details as set out above.

Personal information provided by the Booker may be used by the Owners for future promotional mailings in relation to the Property. If the Booker initially agrees to receive such information, but later does not wish to receive such information, the Booker may unsubscribe at any time by notifying the Owners at the address set out.

37: BREACH OF CONTRACT

If any of the above conditions are breached by the Booker or any member of their party, the Owners reserves the right to re-enter the property and request that the part leave the property with immediate effect.

38: RURAL SITUATION

Monnington House, Garden Cottage and The Cider Mill are situated in a rural environment and can be subject to environmental conditions beyond our control such as fly problems at certain periods of the year, high pollen levels from crops, smells from agricultural activities. Occasionally field mice may require trapping if any evidence is found in the property and this activity would be carried out during your stay and would not render the accommodation unserviceable.

39: THE PLAYING FIELD

The playing field is for the use of guests staying in Monnington House and Garden Cottage. Please respect noise levels when playing.

40: THE TABLE TENNIS ROOM AND GAME ROOM

The table tennis room and the games room are for the use of guests staying at Monnington House and Garden Cottage.

41: UMBRELLAS AND OUTDOOR CUSHIONS

During the summer months umbrellas must be collapsed and tied after use to prevent breakage by the wind. Please ensure the cover is secured over the outdoor sofas after use to prevent damage from the rain.

42

If there is breakdown of any of the utility services at the property (i.e. heating, electrics, broadband, etc.) the Owner will endeavour to get the problem fixed as soon as possible and will take any appropriate steps to provide an alternative source of heat/power if possible. No refunds will be provided for any loss of amenity in this respect.

43:

The Owners shall be entitled to vary, amend and or otherwise change these

terms and conditions at any time without prior notice.

44: THIRD PARTIES

- a) If you wish to use the services of a third party supplier whilst staying at Monnington House, Garden Cottage and The Cider Mill you must ask written to permission to do so. This may be for a chef, beauty treatment, magician,yoga session). Monnington House has a pre-authorised list of private chefs.
- b) Monnington House require sight of the third partys public liability insurance and any other related or required certificate. Monnington House will seek approval from their insurers to allow the third party activity to take place.
- c) If all insurances and certification are satisfactory to Monnington House and our insurers permission to invite these suppliers to Monnington House will not be unreasonably withheld
- d) Monnington House does not accept liability for the activities of these third party suppliers. If you bring a third party supplier to Monnington House without consent, we reserve the right to ask them to leave

18th May 2025