



TERMS & CONDITIONS

Booking conditions & general information

General

Hussey Estates (the owner) is the trading name of James and Lois Denning, Gibbet Oak, Appledore Road, Tenterden, Kent, TN30 7DH, United Kingdom.

Finchcocks Oast is the name of the property Hussey Estates is making available to rent and is hereafter referred to as 'the property'.

The person who makes the payment to confirm the booking is hereafter referred to as 'the group leader'.

Bookings

Bookings and offers of bookings are all subject to availability. When you submit a booking via our online reservation system you will receive an automatically generated booking summary by e-mail to the e-mail address you provide in the booking form. This does not form a contract. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent by post or email. We have the right to refuse any booking, for whatever reason prior to issuing you with written confirmation. The group leader must be at least 21 years of age at the time of booking. No students accepted unless by prior arrangement. Please check all booking details carefully and inform us of any incorrect information immediately.

The group leader books the holiday as the consumer and therefore agrees that no liability can be accepted by the owner for any expenses, costs, losses, claims or other sums of any description which relate to any business suffered or loss incurred.

Non-availability of property

If for any reason beyond the owner's control the property is not available on the date booked, or the property is unsuitable for holiday letting, all rent and charges paid in advance by the group leader will be refunded in full, but the group leader shall have no further claim against the owner.

Pets

Pets are not permitted.

Registered guide dogs are allowed but you should inform us at the time of booking if you wish a guide dog to accompany you.

Payment

If a booking is made more than eight weeks before the holiday is due to start, a deposit of 30% of the rent must be paid. Once a booking is received and accepted by us, the group leader is liable to pay the full rent and any additional charges, eight weeks before the start of the rental period. No reminders will be sent out beyond the booking confirmation which advises you of the balance due date. If we do not receive payment by eight weeks before the start of the rental period, then we will treat it as a cancellation. For all credit/debit card payments, the balance will be automatically deducted from the card eight weeks prior to the holiday start date.

If the booking is made less than eight weeks before the start of a holiday, full payment plus all additional costs must be received at the time of booking. Payment may be made by credit card, debit card, BACS, to Hussey Estates. Postdated cheques cannot be accepted. Any charges raised against us by your bank for handling dishonoured cheques, bank transfers or any other payments will be passed on to you and you will be liable to reimburse us in respect of such charges within seven days. We regret that any charges incurred in handling payments from overseas will be passed on to you. We regret that we are unable to accept American Express or Diners Club cards.

Refundable security deposits are paid with the final payment against any breakages or damage to the



property. These will be refunded without interest after the booking is complete, less any deductions for damage. Any charges incurred in refunding deposits to overseas accounts will be passed on to you.

Short breaks

Short breaks are acceptable at certain times of the year, subject to agreement. Prices are shown on the website in the availability section.

Act of God

Both the owner and the group will not be liable for our respective obligations under this agreement in circumstances amounting to Acts of God. An Act of God means any unusual and unforeseeable events beyond our control, including but not restricted to war, threat of war, civil strife, natural or nuclear disaster, fire, flood, epidemics, terrorist activity, governmental action, acts of God.

The owner and the group shall only be able to rely on Acts of God after taking all practical steps to remedy the cause of Acts of God.

Online and printed details

The owner has made every effort to ensure that the information provided is presented accurately on the website, in our brochure and in any other promotional material that may be used. However, details and prices may be subject to change and errors do occasionally occur, so you must check all the details and arrangements with us at the time of booking. Sometimes changes to services or facilities at the property may occur after the booking has been made and in such an instance we will let you know as soon as possible.

Liability

The owner shall have no liability for any death or personal injury unless this results from the negligence of its employees, representatives or contractors (providing they were at the time acting in the course of their employment). In addition, the owner accepts no responsibility for the safety of, or the loss or damage to the tenants' possessions whilst on the owner's property or land. The exception to this is if damage or loss is caused by negligence by the owner or the owner's employees, representatives or contractors.

Access and parking

Access to the property is by a private road, and there is ample off-road parking within the boundary of the property.

However, for vehicles such as long coaches, there is restricted access leading up to the boundary of the property. It is important therefore that if you have any queries regarding such access that you contact us by email or telephone.

Satellite television and mobile phones

The property has 3 televisions, each with Sky Q and Blu-ray DVD. Also provided is a PS3 games console (without games), broadband with wifi, and a mobile phone signal booster.

Please note that the property does not have a landline connection.

Cancelling or changing a booking

Standard cancellation policy

If you choose to cancel your booking we need to be notified by telephone immediately and also in writing. This can only be accepted from the party group leader. The amount you are liable for is set out in the following table and depends on when you cancel.

Number of days before booking start that notice is received:

DATE	CANCELLATION CHARGES
More than 6 Months	0% of Rent
6 Months to 8 weeks	30% of Rent
Less than 8 weeks	100% of Rent



In all cases we will attempt to re-let the property and the proceeds of re-letting will be used to refund payments made by the guest (this may not be 100% of what has been paid if we have to offer discounts to re-let). The earlier notice of cancellation is received the more likely it is that we can re-let without discount.

If you do not pay the amount due in relation to your booking by the due date (remember, no reminder will be sent) we will assume that you wish to cancel the booking, in which case we will be entitled to keep all of the deposit already paid. If we do not cancel straight away because you have promised to make payment, you will be liable for cancellation charges as per the above table, depending on the date Hussey Estates treats your booking as cancelled. Any amendments or changes to the booking may incur an administration charge of £50 including VAT.

COVID-19 cancellation policy

If we are unable to remain open due to government regulations regarding COVID-19, we will in the first instance ask you to move your booking to a future date; or issue a voucher to use for a future date to be decided. If you are unable to reschedule your booking, we will offer a full refund.

If we are able to remain open under government regulations and offer our normal services, but you cannot travel for covid related reasons we will offer to reschedule your holiday for a future date; or offer a voucher to be used against a future date to be decided. Our standard cancellation policy applies otherwise. Travel insurance from the likes of the Post Office and Tesco are available (at time of writing) that offer cover against cancellation or curtailment due to Covid 19.

The property

While Covid-19 remains a threat to public health we will adopt an enhanced cleaning regime to include disinfection of surfaces throughout the property and carrying out ULV disinfectant fogging. This regime takes longer than our normal extensive cleaning particularly the fogging which needs time to settle.

Whilst these restrictions are in place, you may arrive at the property any time after 5.00pm (normally 3.00pm) but if you are going to be arriving after 8.00pm please let us know so that arrangements can be made for collecting a key. At the end of your holiday, again whilst the restrictions are in place you must depart by 09.00am (normally 10.00am). In certain circumstances, if there is not another rental booked to follow-on on the day of your departure, extending your departure time to 3:00pm may be arranged.

If you do not arrive at the property by 12 noon of the day following your intended arrival, and you have not contacted us, your holiday will be treated as cancelled. Whilst you are staying in the property it is you and your groups' responsibility to keep the property clean and tidy and to leave it in this condition at the end of your holiday.

The owner appreciates the need for you to have an enjoyable time whilst on your holiday, however, we would also ask you to respect the property and its neighbours and not disturb or cause offence in any way. Particular attention must be paid to noise levels to minimise disturbance to our neighbours in this tranquil area. You must allow the owner or his employees, representatives or contractors access to the property during reasonable hours, except where an emergency problem needs to be remedied immediately and you are out of contact, in which case, they may enter the property without your prior agreement.

Pets are not permitted to stay at the property.

The property cannot be used for any commercial purposes, nor sublet or assigned to anyone not accepted by us as a party group member.

Linen and towels are provided in the property. Linen is changed between tenancies and weekly during tenancies (unless otherwise agreed).

The owner is entitled not to let you into the property if it is felt that for any reason that you or any member of your group is likely to cause any damage to it and is under no obligation to find alternative accommodation for you or your party.

You may not allow anyone to stay in the property not included in the booking form, nor may you change the composition of the party without notifying us.

If you breach any of these rules, the owner is entitled not to hand over the property to you, in which



case the rental will be treated as cancelled, with no refund due and the owner is not liable to provide you with alternative accommodation.

Music, noise & nuisance

Under no circumstances is amplification equipment of any type to be used, other than the domestic system provided, and the volume must at all times be set at a level that cannot be heard outside the building.

Between the hours of 11pm and 9am music, noise and all other activities must be kept at a volume level that cannot be heard outside of the property. Silent Disco equipment is available as an optional extra should you wish to dance to music between those times.

At all other times all noise levels must be kept to a reasonable volume level that would be considered normal for a domestic property with close neighbours.

It should be noted that noise levels are monitored by the local authority.

Option – Silent Disco

Should any component of the Silent Disco equipment be damaged or lost while the responsibility of guests, the following charges will be deducted from their booking security deposit.

£25 per damaged or lost headset.

£75 per damaged or lost transmitter.

£25 for any other component that is damaged or lost.

Swimming Pool

Please note that the outdoor swimming pool is open from the 1st April until 30th September, unless stated otherwise. The pool may not be used between the hours of 10.30 pm and 7.30 am, for safety reasons and to reduce noise.

Special Occasions

No party or gathering may take place at the property, where the total number attending that party or gathering will exceed the maximum agreed occupancy numbers, without prior consent.

If you wish to invite anyone other than persons booked in as guests to visit and use any of the facilities at the property, you must contact us to discuss your plans and any extra charges that might apply and have the written and express agreement of the owner.

It is also not permitted for any commercial enterprise or supplier of leisure activities to visit the property during your stay without the owner's consent, such as a caterer, magician etc. It is also not permitted for any alcohol to be sold on the premises without permission.

Should any of these terms be breached the owner has the right to repossess the property without any compensation or refund due to you or your party.

Special needs

If you have any special needs, such as reduced mobility, it is important that you let us know at the time of placing your booking so we are able to advise you on the suitability of the property.

Losses and damages

Losses or damages by any member of your group during the rental must be paid for.

Before you arrive, the property will have been thoroughly cleaned and checked. If you find any discrepancies with the condition of the property please notify the owner or his representatives as soon as possible and certainly within 24 hours.

Any losses or damages caused after this will be your responsibility and it may be worth checking with your own insurance company whether they will cover you in these circumstances. If a loss or damage does occur to the property while you are staying there, please inform the owner or his representatives



as soon as possible to agree the level of charges to be paid. Charges will be deducted from your security deposit.

Smoking

Please note that in accordance with current legislation, smoking is not permitted at the property.

Complaints

All complaints must be notified to the owner or his representatives immediately so that on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be made for complaints raised after the rental period has ended, or when the group leader has denied the owner the opportunity of investigating the complaint and endeavouring to put matters right during the rental period.

Communication

In order to process your booking, we will need certain information from you about you and your party. Some of this will need to be passed on to other personnel involved with your rental, such as the credit card company. We may use names, addresses and email addresses for sending you future promotional or marketing literature.

We can guarantee that any information and details you have provided will remain confidential and is protected under the Data Protection Act 1988. You are entitled to ask us how we are using your details. We undertake to reply to any such requests in writing within 40 days and a fee may be charged for this. In some circumstances we may refuse such a request.

Law

English Law governs the contract between you and Hussey Estates. Any dispute you have with Hussey Estates will be dealt with in an English or Welsh Court of Law. Your statutory rights are not affected by anything contained within these booking conditions.