

# Accommodation Terms & Conditions

## Non-event Bookings

### 1. Agreement

The rental of any accommodation at Larchfield Estate will form an agreement on these Terms and Conditions between you (the "Visitor") and us ("Larchfield Estate"). Please read these Terms and Conditions carefully before submitting your booking, should you have any questions please do not hesitate to contact us.

The Visitor will be responsible for all payments and for any damage, whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.

Please note, in respect of any group bookings for multiple Visitors, each Visitor within the group shall be jointly and severally liable to Larchfield Estate under these Terms and Conditions.

### 2. Price Changes

Prices are reviewed and updated regularly however price stated at booking (i.e. when payment is made) is the price payable.

### 3. Booking and Payment Terms

Please note that any booking for accommodation will only be effective once full payment has been received by Larchfield Estate, a contract will only be deemed formed on these Terms and Conditions once such payment has been made in full by the Visitor. The price includes Value Added Tax (VAT). If rates of VAT change from that included in the holiday price Larchfield Estate may amend prices accordingly.

All payments must be in Pounds Sterling by online transfer, debit card, credit card or cheque payments.

### 4. Cancellation

If a Visitor wishes to cancel a booking they must give Larchfield Estate notice in writing as soon as possible. If a booking is cancelled within three weeks of the period booked, the full payment will be retained. On receipt of the written cancellation notice Larchfield Estate will endeavour to re-book the accommodation with a third party for the period booked and, if successful for the whole or part of the period, will refund the relevant proportion of monies paid by the Visitor. Any monies refunded will be at Larchfield Estate's discretion.

If the Visitor plans to use the accommodation for someone other than that named on the booking form, they must advise Larchfield Estate in writing accordingly. Please note that in such cases the Visitor shall remain liable to Larchfield Estate under these Terms and Conditions.

Larchfield Estate recommends that you take out Holiday Cancellation Insurance in the unlikely event you are unable to travel. If you do not take

out insurance this is at your own risk and you assume full responsibility and any liability for not having done so.

### 5. Larchfield Estate Right to Refuse/Alter

Larchfield Estate may, at its discretion, refuse any booking. Larchfield Estate may cancel or alter arrangements made for the Visitor whether before or during the booked period provided that such cancellation or alteration is necessary:

- a) due to circumstances beyond the reasonable control of Larchfield Estate; or
- b) to perform or complete essential remedial or refurbishment works.

If a booking is altered or cancelled by the Larchfield Estate due to circumstances beyond its reasonable control, it will take reasonable steps to offer a suitable alternative booking. If Larchfield Estate is not able to offer such an alternative or the Visitor does not accept the alternative offered, Larchfield Estate will return to the Visitor the relevant proportion of the money paid by the Visitor to Larchfield Estate in respect of the accommodation and will not otherwise be liable for any loss caused by such alteration or cancellation.

### 6. Maximum Numbers of Visitors

Occupation is strictly limited to 4 persons in the available bed/sofa bed only in Rose Cottage, 7 persons in The Willows as a 3 bedroomed cottage plus 1 extra single bed available if required at an additional fee, 2 persons in each of The Archway bedrooms and up to 5 persons in Farm Cottage as a 2 bedroomed cottage plus 1 extra single bed if required at an additional fee, No. 23 is limited to 11 people as a 5 bedroomed property - no tents, caravans or campervans are allowed. No additional guests are allowed at the property to the above for all or part of a day / stay without prior written permission.

Occupation of the glamping truck and sauna is strictly limited to 2 persons, in the absence of prior written approval. Further, no tents, caravans or campervans are permitted.

The occupation limits are set in line with the level of services available. To exceed the maximum number of persons allowed overloads the facilities available which are often not designed or capable of supporting additional usage, and can lead to extensive and expensive damage. As such any over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage. Children are welcome, but must be supervised at all times in the interest of their safety and are included

within the total number of persons allowed onsite as above.

#### **7. Glamping Truck**

In respect of any bookings for the glamping truck and sauna, we cannot cancel bookings due to poor weather or poor weather forecasts (unless we deem them too extreme for safety purposes). If you feel you may not want to stay in poor weather we suggest you make a last-minute booking rather than booking in advance, which should in any event be made no later than 48 hours before the date of the event.

#### **8. Services**

The price will include all charges for water, gas, electricity, or oil.

Visitors must comply with the instructions found in the welcome pack in the accommodation regarding the appropriate fuel for use on open fire within Cottages Any damage caused by using inappropriate fuel will be charged to the Visitor.

#### **9. Additional Activities or Services**

The Visitor may wish to avail of additional activities or services, at an additional cost, during its stay at Larchfield Estate, which may include for example wildlife walks or archery. Please note that whilst care will be taken by Larchfield Estate to provide such activities with reasonable skill and care, the Visitor will be personally liable for ensuring that everyone within their party is physically capable of performing such activities. Larchfield Estate shall have no liability to the Visitor for any damages or losses arising to the Visitor, its party or any third party for failure to do so.

#### **10. Liability and Loss of Visitor Property**

Lost property will normally be disposed of if it is not collected within 14 days.

Larchfield Estate will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;

- a) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- b) where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit, of Larchfield Estate.

#### **11. Pets**

No pets are permitted in the property with the sole exception of assistance dogs; however the Visitor must notify Larchfield Estate in writing of the intended presence of any assistance dogs prior to booking.

#### **12. Larchfield Estate Right of Entry**

As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any

accommodation. Larchfield Estate and its contractors may enter the accommodation at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the accommodation may be required. External windows and doors may be opened during this process.

Larchfield Estate will give the Visitor reasonable notice of such requirements, and aims to restrict the working hours of our contractors to between the hours of 10.00 - 17.00.

#### **13. Visitor Obligations**

The Visitor will be responsible for all payments and for any damage, whether caused by the Visitor or his or her party and shall make his or her party fully aware of these Terms and Conditions.

The Visitor agrees to keep and leave the accommodation and its contents in the same state of repair and condition, and in a clean and tidy state as at the commencement of the booking period (reasonable wear and tear excepted).

The Visitor must allow Larchfield Estate and/or its agents to enter the accommodation to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.

The Visitor must not use the accommodation or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or carry on there any act that may be a nuisance or annoyance to Larchfield Estate or to any neighbours. The Visitor and his or her party must comply with any reasonable regulations relating to the accommodation of which the Visitor has written notice. Such regulations will be found in the welcome folder in the accommodation, typical examples would include any local conditions regarding parking, access to surrounding areas, waste disposal and recycling.

Due care and attention to be taken at all times with open camp fires (please use fire pit), barbeques and wood burning stoves. Please do not ever leave any fires unattended. Please use only wood in the stove. No rubbish to be burned in wood burning stove or fire pit. Please ensure both fire pit and stove are extinguished properly prior to check out

No litter is to be left anywhere on the Larchfield Estate site other than the bins provided.

Smoking is **not** permitted in any part of the accommodation and the Visitor and any member of his or her party agrees not to smoke inside the accommodation.

The use of candles or fireworks by the Visitor or

his or her party at the accommodation is not permitted unless expressly agreed in writing with Larchfield Estate. Use of barbecues is not permitted at any time without prior permission with the exception of Rose Cottage patio area, Glamping Truck and NO. 23. It is the responsibility of The Visitor to ensure the cottage or room is always locked and secure when they are not within the room or cottage. The Visitor will be liable for any damage or theft that occurs if the cottage or room is left unlocked and theft occurs.

#### **14. Damages and Security Charge**

Larchfield Estate recommends that Visitors hold personal insurance for accidental damage and personal liability.

If on arrival at the accommodation you discover that anything is missing or damaged then this must be reported to Larchfield Estate immediately otherwise it will be presumed that the damage/loss was caused by the Visitor and a charge will be made.

You will be responsible for the cost of any breakages and/or damage caused.

The Visitor will be liable for any damage or theft that occurs if the cottage or room is left unlocked by the Visitor and theft of any personal items or items owned by Larchfield Estate occurs.

#### **15. Occupation**

The Agreement is personal to the Visitor. The Visitor must not use the accommodation except for the purpose of a let by the Visitor and the Visitor's party during the let period, and not for any other purpose or longer period. The maximum occupancy of the accommodation shall not be exceeded.

However Larchfield Estate will always give reasonable consideration to specific requests for use of the accommodation which may relate to occupancy (for example, a family meal). If the Visitor wishes to hold any function or celebrations exceeding the occupancy limit it must first obtain the written permission of Larchfield Estate. If permission is granted, an additional charge may be made.

#### **16. Utility Supply**

Larchfield Estate cannot accept responsibility for a shortage of water, electricity or other utility at the accommodation where this is as a result of a drought, an act or omission of the relevant utility services company or for any other reason outside of Larchfield Estates reasonable control.

#### **17. Weather**

If the accommodation becomes inaccessible due to bad weather Larchfield Estate will take reasonable steps to inform the Visitor and to

offer alternative accommodation. However, Larchfield Estates liability does not extend to weather related conditions that affect public roads.

#### **18. Comments/Complaints**

Every reasonable care will be taken to ensure that the accommodation is presented to visitors to a high standard. Should the Visitor find on arrival that there is a problem, or cause for complaint, the Visitor should immediately contact a member of the Larchfield Team. The Visitor will give Larchfield Estate advance notice of any complaint and reasonable time to remedy such complaint before making any social media claims or other such public comment. Contact numbers can be found in the welcome manual. Reasonable steps will then be taken to assist the Visitor.

Larchfield Estate is committed to ensuring that any problems or complaints the Visitor may have whilst at the accommodation are resolved efficiently and promptly, but as such must be given the opportunity to do so. Any refusal to notify Larchfield Estate or refusal of reasonable rectification may affect the Visitor's right to compensation or repayment. Visitors must provide a contact telephone number for Larchfield Estate to communicate with them about problems or complaints. Visitors must allow access to the Accommodation by any staff or contractors of Larchfield Estate to resolve problems or complaints. If despite contacting Larchfield Estate the problem or complaint remains unresolved, the Visitor must contact a member of the Larchfield Team again. The Visitor must not independently move to other accommodation without first allowing Larchfield Estate the reasonable opportunity to assist in resolving the complaint or problem. If the Visitor does so, or refuses reasonable rectification, the Visitor may affect their rights to compensation or repayment. Visitors must formally confirm any unresolved complaint in writing to Larchfield Estate within 28 days of return from the property, addressed to:

**Larchfield Estate,  
375 Upper Ballynahinch Road,  
Lisburn, Co Down, BT27 6XL**

#### **19. Arrival and Departure Times**

Unless by prior written approval from Larchfield Estate: the Visitor and his or her party must arrive after the arrival time (3pm on the first day of the rental period) but before 7pm and depart before the departure time (11am on the last day of the rental period). Any stay that extends over this period may be subject to a charge being made for additional days, including a late check out charge. The Visitor will be issued with a set of keys to the accommodation on the first day of the rental period and the Visitor must return them on the

last day of the rental period or the date of departure, if earlier. Failure to do so will incur the cost of a replacement set and possibly the cost of changing locks.

#### **20. Limit of Bounds**

Rose Cottage, The Willows, the Glamping Truck, The Archways and Farm Cottage are located within Larchfield Estate. The hire of Rose Cottage (and its adjoining patio area), The Willows, the Archways and Farm Cottage is for the property only as detailed in welcome manual. No access is granted for walking or any other activity in the surrounding grounds and buildings. Access to Larchfield Barn, Walled Gardens and surrounding areas are only when any of these areas are booked for an event for which you are attending and only during the times of duration of that event. Larchfield Estate is a private estate with other rural activities taking place and we ask you to respect this. NO 23 has access only to that property and to the surrounding garden adjacent to the property. No access to Larchfield Estate is included within the rental / hire of No. 23 without the written permission of Larchfield Estate. Any action by the Visitor and his or her party that interrupts or endangers the surrounding land belonging to Larchfield Estate will constitute a breach of the Agreement by the Visitor.

#### **21. Right to Evict**

Larchfield Estate may terminate the Agreement on notice, and in such case the Visitor and his or her party must leave the accommodation, (without compensation being payable to the Visitor or any member of his or her party) if:

- a) this is deemed necessary by Larchfield Estate where there is a serious breach by the Visitor of the Agreement or the Visitor's or his or her party's behaviour endangers the safety of other visitors or members of staff; or
- b) any complaints are made of anti-social behaviour or unreasonable breakages or damage occurs or smoking restrictions are not observed.

#### **22. Other Important Terms**

The Visitor may only transfer its rights or obligations under these Terms and Conditions to another person if Larchfield Estate agrees to this in writing.

These Terms and Conditions are governed by Northern Irish law.