

## **The Arvon Foundation Limited: Terms and Conditions for Holiday Lettings**

The Arvon Foundation Limited (“**Arvon**”, the “**Owner**”, “**we**”, “**us**” or “**our**”) is a charitable company registered in England and Wales (company number: 1086582; registered charity number 306694; VAT Registration Number: 287 9329 41). Its registered office address is: Free Word, 60 Farringdon Road, London EC1R 3GA. These terms and conditions apply to holiday lettings of certain properties owned by Arvon. In making a booking for a holiday letting at an Arvon property (whether by phone, online, in person or by any other means) you agree to be bound by these terms and conditions of hire. PLEASE READ THEM CAREFULLY BEFORE MAKING YOUR BOOKING.

### **Properties Available for Holiday Lettings**

Certain properties owned by Arvon will be made available for holiday lettings at times and for periods determined by Arvon (each the “**Property**” or the “**Premises**” or collectively the “**Properties**”). These Properties are at two main locations, as follows:

#### Lumb Bank

Address: Lumb Bank  
The Ted Hughes Arvon Centre  
Heptonstall  
Hebden Bridge  
West Yorkshire  
HX7 6DF

The Properties available for holiday lettings at Lumb Bank and their maximum capacities where applicable are as follows:

- Lumb Bank Main House (Maximum Capacity: 14 people)
- Lumb Bank Cottage (Maximum Capacity: 5 people)
- Lumb Bank Barn (Upstairs space only, no sleeping accommodation)
- Lumb Bank Logshed (Ensuite accessible single bedroom; Maximum Capacity: 1 person)

Lumb Bank Main House and Lumb Bank Cottage can be booked either separately or together, subject to availability. Lumb Bank Barn and Lumb Bank Logshed can each be booked together with Lumb Bank Main House only, but they cannot be booked separately from the Main House. An additional Rental Fee will be charged for use of the Lumb Bank Barn.

#### Totleigh Barton

Address: Totleigh Barton  
Sheepwash  
Beaworthy  
Devon  
EX21 5NS

Holiday lettings at Totleigh Barton include the Main House and may include additional ancillary sleeping accommodation (“Pig-Sties” annex and “Goosehuts”) if requested. The Maximum Capacity

for holiday lettings at Totleigh Barton is 14 people. The Totleigh Barton Barn (no sleeping accommodation) can be included on payment of an additional Rental Fee.

No part of the administrative offices at Lumb Bank and at Totleigh Barton will be included in any holiday let. These offices will continue to be in use by Arvon during normal office hours.

### **Lead Guest and Holidaymakers**

When you make a booking for a holiday letting you will be designated as the "Lead Guest" (in these terms and conditions "**Lead Guest**", "**you**" or "**your**"). The Lead Guest must be an adult aged 18 or over at the time of booking. The Lead Guest and all other persons using the holiday accommodation during the letting period are referred to as the "Holidaymakers". All of the other Holidaymakers must authorise you, as Lead Guest, to make the booking on the basis of these terms and conditions. By making the booking, you confirm that you are authorised to make the booking and that all other Holidaymakers agree that the booking will be governed by these terms and conditions. You, as the Lead Guest, are responsible for making all payments due to us.

Any children below the age of 18 ("Accompanied Children") must be accompanied by a parent or guardian or other adult acting in loco parentis with the full legal authority of the child's parent or guardian. The parent(s) / guardian(s) / adult(s) in loco parentis will be responsible for ensuring that the Accompanied Children abide by these terms and conditions during the period of their stay.

The Lead Guest must provide Arvon with the names and home addresses of all of the Holidaymakers at the time of booking. Your group of Holidaymakers must comply with UK Government public health measures in force at the time of booking with regard to the number of different households permitted to meet together indoors (where one "household" includes anyone in an exclusive "support bubble"). (Please note that regulations applying to the Properties may be different to those applicable to other parts of England if additional local lockdown measures are imposed on the areas where our Properties are located.) You will be asked to confirm that this is the case when you make your booking. If the applicable UK Government public health measures change after you have made your booking so that your planned group of Holidaymakers is no longer compliant with those measures (including where the changes are introduced during your stay), you agree to amend your arrangements to ensure compliance or, if this is not possible, your letting will be cancelled or terminated (see 'Cancellations due to UK Government public health measures' below).

### **UK Government Public Health Measures and Guidance in relation to Coronavirus (Covid-19)**

This Agreement is made on the basis that the Lead Guest and all Holidaymakers will comply at all times during their stay with UK Government public health measures, laws, regulations and guidance (including guidance issued by Public Health England) in force in England, including additional local lockdown measures and restrictions which may be imposed in the local areas in which the Properties are located, in relation to Coronavirus (Covid-19). In particular, you agree to adhere to the regulations applying to the number of households who can meet together indoors or outdoors and to all social distancing guidelines as set out in UK Government regulations and guidance which may be varied from time to time. **In particular you agree to the following conditions: (i) If your group of Holidaymakers includes members of more than one household you will maintain social distancing between households at all times; (ii) you will clean down surfaces in common areas, such as shared kitchen facilities, after use by each separate household.** If you have any queries about this aspect of your stay please ask us for further information.

You and all of the Holidaymakers agree that if one or more of the Holidaymakers develop symptoms, or potential symptoms, of Covid-19 during your stay, you will inform Arvon as soon as possible and

the affected Holidaymaker(s) will immediately self-isolate at the Property and request a Covid-19 test. If any of the Holidaymakers are confirmed to have Covid-19, **all of the Holidaymakers** should return home if they reasonably can, using private transport but only driving themselves if they can do so safely. If any of the Holidaymakers cannot reasonably return home, their circumstances will be discussed with an appropriate health care professional and, if necessary, with the local authority. Arvon and the Lead Guest will discuss next steps as soon as possible. If any of the Holidaymakers are unable to return home, Arvon will discuss with them and the Lead Guest meal and laundry provision, cleaning arrangements etc for the period during which they will need to remain in self-isolation. Arvon reserves the right to request reasonable additional fees for accommodation, meals and cleaning where any Holidaymaker has to remain at the Property beyond the original letting period due to confirmed or suspected Covid-19.

## **Declarations**

1. This Agreement is made on the basis that the Premises (including each and all Properties) are to be occupied by the Holidaymakers for a Holiday as mentioned in the Housing Act 1988 Schedule 1 paragraph 9 and the Holidaymakers (and the Lead Guest on behalf of all of the Holidaymakers) acknowledge that this Agreement is not an assured tenancy and that no periodic tenancy will arise on the determination of the letting period.
2. As a holiday letting, this Agreement is an excluded Agreement for the purpose of the Protection from Eviction Act 1977.
3. It is the intention of Arvon, the Lead Guest and all of the other Holidaymakers during the term of the letting agreement that the occupation by the Holidaymakers of the Premises is for the purposes of a holiday let only and that the Holidaymakers occupied the Premises solely on this basis and not for any other purpose whatsoever and that this Agreement shall take effect as a holiday letting Agreement only. You and all of the Holidaymakers accept that you are not offered any rights to the Property other than the right to occupy the Property as holiday accommodation for the period of your booking.
4. Arvon, its agents and employees will not be liable for any loss, inconvenience, damage etc due to causes beyond the control of Arvon which may be suffered by the Lead Guest or the other Holidaymakers.

## **Rental Fees**

In respect of each booking you agree to pay in full the Rental Fee(s) for the Property or Properties you wish to book, including VAT. The Lead Guest is responsible for ensuring that the Rental Fees are paid on time to Arvon in accordance with the terms of this agreement. We will confirm the Rental Fees applicable to your booking when you make it. We only accept payment in pounds sterling.

As long as the Property is available and we have received all the relevant payments from you, we will give you written confirmation of your booking as soon as reasonably possible. This confirmation will show your booking details, the amount you have paid and the amount you still owe for the booking. All Rental Fees are for the Property as a whole and are not on a per person basis.

If the reservation is made more than six weeks before the commencement date of the letting period, you must pay a deposit equal to 20% of the Rental Fee (including VAT). The remainder of the Rental Fee must be paid in full no later than six weeks before the commencement date of the letting period. If the reservation is made six weeks or less prior to the commencement date we must receive payment in full of the Rental Fee in order to secure your booking.

If you do not pay any payment due in relation to your booking by the appropriate date, we are entitled to assume that you wish to cancel your booking and the cancellation conditions set out under the heading 'Cancellations by You' below will apply.

### **General Conditions of Booking**

Only the named Holidaymakers are permitted to use or stay in the Property. If you are expecting visitors, you must let us know in advance and we reserve the right to refuse entry to the Property to additional visitors not included in the list of Holidaymakers given at the time of booking. You and your party must not exceed at any time the maximum capacity of the relevant Properties as stated above. Arvon reserves the right at all times to refuse access to the Properties for people who are not members of the party (the Holidaymakers) and to ask the Holidaymakers to leave if the Property is being used by more than the permitted number of people.

**You must not hold events at the Property, including stag or hen parties or similar celebrations. We regret that we cannot take bookings for weddings or civil partnership ceremonies. We are unable to accept bookings for groups where the majority of the group are young adults between the ages of 18 and 25.** Arvon reserves the right to ask any or all of the Holidaymakers to leave the Property if any of the terms, conditions and covenants of this Agreement are breached. No refunds will be made in these circumstances and Arvon will not be legally responsible to you for any losses you incur, including the costs of alternative accommodation or travel expenses.

The Lead Guest and the Holidaymakers agree with the Owner as follows:

1. Not to deface, make any alterations or additions to the interior or exterior of the Premises or to the decoration, fixtures or fittings of the Premises or to the furniture.
2. To keep the furniture, soft furnishings and equipment in their present state of repair and condition and to reimburse Arvon promptly on demand for all reasonable costs incurred by us as a result of any breakages or damage in or to the Property which is caused by you or any of the Holidaymakers or other visitors invited into the Property by you, including damage to any of the furniture, soft furnishings, equipment, fixtures or fittings or the costs of excessive cleaning required as a result of your stay. (See 'Damage and Excessive Cleaning Costs' below.) If you discover that anything is damaged on arrival, please notify us immediately.
3. Not to remove any of the furniture from its present position in the Premises.
4. Not to affix any poster or placard to the interior or exterior of the Premises.
5. To use the Premises as a private holiday residence for no more than the maximum number of people permitted for each relevant Property as noted above and not for any other purposes whatsoever.
6. Not to bring any pets or any other animals on to the Premises, with the exception of one dog only. A charge will be made if you wish to bring a dog to the Property (but no charges will be made for an assistance dog).
7. Not to do or permit to be done anything which may be a nuisance or annoyance or breach of the peace or cause of damage to any neighbouring or adjoining property.
8. Not to do anything or suffer or permit anything to be done as a result of which any policy of insurance held by the Owner on the Premises may become void or voidable or subject to an increased rate of premium.
9. Not to use lighted candles and not to smoke or permit smoking anywhere on the Premises (including E-cigarettes).
10. Not under any circumstances to use fireworks or Chinese lanterns or similar devices on or near the Premises or anywhere in the vicinity, including on or near adjoining farmland.

11. To avoid causing distress to any livestock or other animals on adjoining farmland and to behave at all times in a considerate way to any animals on adjoining land, including by closing gates behind you and disposing appropriately of any waste.
12. Not to use the Property for any illegal or immoral purpose.
13. Not to use the Property for any commercial purpose or to sublet the Property or any part thereof.
14. Not to play or permit to be played in the Premises any musical instrument or sound production equipment between 11.00pm and 7.30am or so as to be audible outside the Premises.
15. To permit the Owner, its employees or representatives (including workmen) access to the Premises at all reasonable times during the letting period to deal with any maintenance or security issue or for any other reasonable purpose.
16. To inform the Owner of any changes to the expected departure date and time if this is different from the departure date and time stated at the time of booking.
17. To keep the Premises clean and tidy during your stay, including regular surface cleaning for which antibacterial spray will be provided by Arvon.
18. To leave the Premises and the furniture and all other contents in a clean and tidy state of repair and condition and in accordance with the provisions of this Agreement on completion of the letting period.

#### **Damage and Excessive Cleaning Costs**

The Lead Guest will report any loss or damage to the Premises or furniture or any other fixtures, fittings or contents, as soon as possible. The Lead Guest and Holidaymakers will allow access to the Property by Arvon, its agents and employees at any reasonable time to perform an inspection.

No later than two weeks before the commencement of the letting period Arvon will take a pre-authorisation from your credit or debit card as security against costs of damage or excessive cleaning costs. The pre-authorisation will be maintained pending an inspection of the property and its contents to check that the Owner has no consequential expenses due to breakages, damages, additional excessive cleaning etc due to the liability of the Holidaymakers. The extent of recoverable costs from the Lead Guest and the other Holidaymakers by the Owner are limited to the cost of any work done and other costs reasonably incurred by the Owner and are not limited to the amount of any pre-authorisation.

#### **Unreasonable Behaviour**

As Owner, Arvon may refuse to continue with your letting if in our reasonable opinion the unreasonable behaviour of anyone in your party or anyone invited on to the Premises by you is likely to cause offence to members of Arvon staff or to neighbours, or if we have reasonable cause to believe that you or any member of your party or anyone invited on to the Premises by you will cause damage or loss to the Property, its services or facilities or has broken or is likely to break any of these booking terms and conditions. If this happens your letting will terminate, you will have to leave the Property immediately and you will not receive any refund.

#### **Cancellations by You**

You (the Lead Guest) may cancel your booking at any time prior to the commencement of the letting period. Cancellation must be communicated in writing to Arvon by the Lead Guest. If you cancel your

booking more than six weeks before the commencement date we will retain a £50 cancellation charge and return to you any amount above this level which you have paid.

If you cancel your booking six weeks or less before the commencement date (but before the first day of the letting period), the following conditions apply:

- Any refund which may be due to you (see below) will be processed after the end of the letting period for which you originally booked.
- If you cancel less than six weeks but more than two weeks before the commencement date, 50% of the Rental Fee will be payable to Arvon and we will return to you any amount above this level which you have paid.
- If you cancel less than two weeks before the commencement date (but before the first day of the letting period), 80% of the Rental Fee will be payable to Arvon and we will return to you any amount above this level which you have paid.
- However, if following your cancellation the Property is re-let for the same letting period which you had originally booked, then following the end of the letting period we will re-fund to you all fees and charges paid less a £50 cancellation charge.

Please note that no cancellation or part-cancellation of a booking can be accepted after the start of the letting period and you will remain liable to pay all Rental Fees applicable under this agreement and no refunds will be made if you cut short your stay.

Please note that if you are unable to travel to the Property as a result of public health measures or travel restrictions imposed by the government of another state in relation to travel to or from the United Kingdom or such measures or restrictions of a foreign government which in any other way make it impossible or inconvenient for you to travel to the Property, then this will be treated as a cancellation by you and the cancellation conditions set out above will apply.

**Cancellations due to UK Government public health measures:** As an exception to the cancellation conditions outlined above, if you cancel your booking six weeks or less before the commencement date (but before the first day of the letting period) because UK Government public health measures (including measures of the devolved administrations in Scotland, Wales and Northern Ireland) mean that you are not allowed to travel or you are prevented from using your booking (e.g. because you are required to self-isolate at home or because your planned group of Holidaymakers no longer complies with UK Government public health measures following a change in those measures), we will return to you all of the Rental Fees and charges which you have paid. For the avoidance of doubt, if you or any member of your household have experienced symptoms or potential symptoms of Covid 19 or have had close contact with anyone confirmed to have Covid 19 at any point in the 14 days prior to the commencement date of your letting period, then we would ask you not to come to the Property and we will return to you any Rental Fees and charges you have paid to us. **Please note that we are not able to reimburse travel or other costs which you may have incurred in connection with your holiday in any circumstances.**

If you have to cut short your stay because of UK Government public health measures or because you become ill with symptoms, or potential symptoms, of Covid-19, we will make a pro rata refund to you of the Rental Fees you have paid.

## **Cancellations by Arvon**

Arvon reserves the right to cancel your booking at any time if it decides that this is necessary in the interests of the health and safety of its employees or others as a result of heightened risk from Covid-19. You and we also acknowledge that Arvon may be required to cancel your booking at any time due to UK Government public health measures or changes in legislation, regulation or guidance by UK statutory authorities in response to the Covid-19 pandemic, whether any such measures, legislation, regulation or guidance apply to all of England or to specific localities only. If Arvon cancels your booking for these reasons or for any other reason of force majeure or any reason that makes the Property unfit for rental, we will repay all of the fees and charges which you have paid. **In the case of a cancellation by us, we cannot reimburse travel or other costs which you may have incurred in connection with your holiday, and our liability to you will be limited to the fees and charges you have paid to Arvon.**

## **Insurance**

You are strongly advised to take out travel insurance to cover potential loss arising from cancellation or other eventuality affecting your booking, including travel or other consequential costs. It is the responsibility of the Holidaymakers to ensure that their personal possessions are insured. We cannot accept liability for theft, loss or damage to personal possessions. You should check that any policy you purchase meets your needs.

## **Complaints**

Complaints must be reported immediately to Arvon so that we have the opportunity to rectify the problem during your stay. If the problem cannot be rectified during your stay, you should write to us within 28 days of departure giving full details of your complaint.

## **Limitation of Liability**

To the extent permitted by law, Arvon limits its liability to you to the total amount of Rental Fees and charges paid to Arvon.

## **VAT**

Arvon is registered for VAT and our prices include VAT where appropriate. If VAT rates change we reserve the right to amend our prices accordingly.

## **Wi-Fi**

Please note that no Wi-Fi is available at any of the Properties.

## **Accessible Facilities**

While we offer some accessible facilities, we regret that we may not be able to accommodate some requirements. If you have specific needs, it is important that you discuss these with Arvon before booking, to establish whether your needs can be met.

## **Arrival / Check-In Time; Departure / Check-Out Time**

You will be notified of applicable arrival and departure times when you make your booking.

**Privacy Policy**

Arvon will process your personal data in accordance with its Privacy Policy.

**Your Contract / Governing Law and Jurisdiction**

A binding contract comes into existence when your booking is confirmed by Arvon. This contract and any dispute, claim or other matter which may arise in relation to your booking will be governed by English law. It is mutually understood and agreed that any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.