

Morland House terms and conditions

These terms and conditions govern the legal relationship between the William Joseph Markham Trust ('we', 'us' or 'our') and each guest ('you' or 'your') who books accommodation at Morland House. By making this booking, you agree to comply with and be bound by these terms and conditions.

Booking and payments. Morland House will be provisionally reserved for dates of your stay when these have been agreed by us with you by telephone, email or otherwise. We will then send you a booking form. To confirm your booking, please return the form to us, completed and signed by you, and pay to us the non-refundable booking deposit required in the booking form within 7 days of the provisional booking being taken.

Until a booking is confirmed, it may be cancelled by us at any time without prior notice. You are required to check the confirmation carefully upon receipt. The balance of the letting charge shall be payable four weeks before the commencement of the letting period plus a security bond of £350. If the balance is not received when due, we will be entitled to re-let Morland House and the deposit will be forfeited by us. For bookings made less than six weeks in advance, full payment is required at the time of booking. Once the booking is confirmed by us, you are responsible for the full letting charge. Acceptable methods of payment are by bank transfer or cheque. Electricity, heating, bed linen and towels are included in the letting charge, except we reserve the right to charge a supplement if the cost of heating oil increases beyond £1 per litre. If VAT is applicable, it will be added at the rate in force.

Cancellation and amendments If you cancel a booking for any reason, you remain liable for payment of the balance of the letting charge if not already paid. You are strongly advised to insure against cancellation risk. Unless we can re-let Morland House for the same period, we may forfeit the amounts paid by you (excluding the security bond). If we are able to re-let only at a lower rent (eg because of short notice), we may apply the above amounts in paying our shortfall and then return the balance to you (less an administration fee of £50). No cancellation by you will take effect until notified in writing to us. If, instead, you wish to amend your booking, an amendment fee of £30 will apply. No amendment will take effect until accepted and confirmed by us.

We reserve the right to refuse any booking or cancel any booking already made (subject to refunding any money paid) without further liability on our behalf if we have reason to believe that Morland House may be used for a purpose unacceptable to us.

Arrival and departure Your letting of Morland House will commence at 4 pm on the day specified in the booking form and will terminate at 10 am on day of departure, unless otherwise agreed. Please let us know if you plan to arrive after 10 pm.

Care of Morland House and contents

It is your responsibility to ensure that Morland House is always left secure when it is unoccupied during the letting period. Please respect this historic family home which contains many antiques and treasured ornaments. Children should always be supervised in the drawing room and dining room. Fixtures, fittings, pictures and furniture are to be left in the same state of repair as you find them and are not to be moved. Please advise us of any breakage or damage that occurs during your visit. Any damage must be paid for, being the cost of repair or replacement, and any missing items must be paid for in full. For this purpose, we will use the latest professional valuation available to us of Morland House contents. Minor breakages of kitchen china and glass are excluded.

Additional cleaning charges may be made depending on the state of the property at the end of the letting period. We may deduct the cost from the security bond paid by you, subject to providing photographs or evidence if reasonably requested. To the extent that the security bond is not sufficient for this purpose, you will pay the balance to us promptly when requested by us. If no deductions are required from the security bond, we will return it to the bank account specified by you within 10 days of the end of your stay.

The Instructions (normally kept in the kitchen) must be complied with fully. In particular, please respect the fact that Morland House is a “no smoking” property. In addition, no flammable materials, fireworks or candles may be used. Indoor fires to be lit only in the specified grates in the dining room and drawing room. Please leave the private garden, including the furniture and barbecue, in no worse condition than you find it. Loud music may not be played after 11 pm to avoid disturbing our neighbours, particularly the residents of Garden Flat (above the kitchen). Please do not operate drones in the garden without our prior consent.

Morland House is let for holiday purposes only to the persons named on the booking form. The number of persons occupying the property shall not exceed 19. Subletting is strictly prohibited. You may not permit additional people to stay at the property, or come as guests, without our prior written consent. If this happens, we may ask all or any of your party to leave and you will ensure that they do so promptly. You will not be entitled to a refund in these circumstances.

Well-behaved dogs are welcome but must be kept in the kitchen, sitting room or kitchen passage behind the dog gate provided. There is a charge of £25 per dog with a maximum of 3 unless previously arranged. Dogs are NOT allowed upstairs or on chairs or furniture. Please ensure that you pick up after your dog, especially in the private garden, which is used by many children. Extra cleaning charges may apply if we know these instructions have not been adhered to.

Car parking in the front drive is at your own risk. Damage to other cars must be reported and paid for.

You will ensure that all members of your party comply with these terms and conditions. We reserve the right to demand the immediate departure of any guests who fail to do so or act in a manner detrimental to the property.

Complaints

We will try our reasonable best to ensure you have a special holiday. If a problem or cause for complaint arises, please contact us immediately and we will endeavour to rectify it. If a complaint cannot be resolved during your stay, you must email or write to us with full details within 28 days of the end of your stay. We reserve the right of entry to the property at all reasonable times for the purposes of inspection or to carry out essential cleaning, repairs and maintenance.

Events beyond our control If Morland House cannot be made available for the period booked due to events beyond our control, including, without limitation, flood, fire, explosion, power cuts, heavy snow, accident or epidemic and we are forced to cancel the booking, the letting charge will be refunded in full and you will have no further claim against us. We will not be liable to you for any amounts that you may have paid to third parties in connection with your holiday, including (without limitation) travel, entertainment, activities or insurance costs. We will endeavour to find an alternative date if requested.

Risk The use of Morland House, its garden and equipment, is entirely at your risk. We shall not be liable for any death or personal injury suffered by you or any member of your party (unless caused by our own negligence) or for any loss or damage to your or their belongings including motor vehicles. You are strongly advised to insure against the risk of accident or ill-health.

The information provided in our literature and on our website is believed to be correct but we cannot accept liability for losses arising from any omission or inaccuracy.

Governing law

The contract resulting from your booking (including any non-contractual obligations) will be governed by English law and subject to the exclusive jurisdiction of the English courts.

April 2024