**Terms & Conditions**

**1 General**

1.1 Kelling Developments Limited T/A Kelling Developments is incorporated in England whose registered office is at Priory House 54 Langham Road, Field Dalling, Norfolk, NR25 7LG. Trading address is Priory House, 54 Langham Road, Field Dalling, Norfolk NR25 7LG.

1.2 Customers renting property at Priory Barns Norfolk are referred to as “the Guest”.

1.3 Kelling Developments are referred to as “the Owners”.

**2. Duration and Times of Rental**

2.1 Rentals are for a maximum of 4 weeks and commence at 4pm on the first day of the rental and end at 11am on the day of departure unless otherwise notified. This period hereafter is referred to as “the Holiday”

2.2 The period booked will be stated on the confirmation sent by email to the Guest when they book (the “Booking Confirmation”). The period booked cannot be exceeded unless the Owners give written approval. The Guest will be liable for any cost, of whatever nature, incurred because of an unauthorised extension.

**3. Deposits**

3.1 If a booking is made eight weeks or more before the Holiday is due to start, a deposit of 30% of the rent is payable.

3.2 If a booking is made less than eight weeks before the Holiday is due to start, the full rent, plus any additional charges, including a Good Housekeeping Deposit of £200 must be paid at the time of booking.

3.3 Should we not accept or reject a booking request, all sums of money paid by the Guest in relation to the Holiday will be refunded immediately.

**4. Final Payment**

4.1 Unless otherwise agreed by us in writing (and subject to clause 7 below) the price for the Holiday shall be the rent for the property as set out on the Priory Barns Norfolk website at the time of booking.

4.2 Subject to the Cancellation provision in Clause 5 below, as soon as the booking is received and accepted by the Owners and the Guests are in receipt of the Booking Confirmation, the guest is liable for payment of the balance of the rent, along with any additional charges that may be due in relation to the holiday.

4.3 Payment of the rent and additional charges are payable to the Owners eight weeks before the start of the Holiday (“the Due Date”) and non-payment by the Due Date may, at the sole discretion of the Owners, be treated as notice of cancellation.

4.4 If payment is not received by the Due Date and in accordance with clause 4.3 above, the Owners have treated the non-payment as a cancellation of the Holiday, the Guest will lose their booking and the deposit shall be non-refundable.

4.5 The Owners shall not be responsible for sending reminders of the Due Date.

4.6 The dates of the Holiday may be changed providing the property is available for the new dates and the Owners accept the change.

**5. Cancellation**

5.1 Once a booking has been confirmed by the Owners, the booking can only be changed or cancelled with the written agreement of the Owners.

5.2 If as a Guest you wish to cancel the booking, you as the Guest must notify us in writing (the “Cancellation Notice”).

5.3 A booking can only be cancelled prior to the start of a letting.

5.4 In the event that a cancellation is made then a cancellation charge is payable depending on the number of days before the Holiday start date, that the Owners have received the Cancellation Notice. The Cancellation Charge (as a percentage of the rental cost of the holiday) is set out below:
0 to 56 days – 100% of balance required
57 days or more – Deposit retained

5.5 In the event of the Owners receiving a Cancellation Notice, they will re-market the cottage for the cancelled holidays date. In the event of the cottage reselling for the full price, the Owners will return the deposit or full balance minus a £30 cancellation administration fee. If the property resells for a lesser price, the Guest will be refunded the lesser price minus the £30 administration fee.

5.6 The Owners strongly recommend the Guest takes out cancellation and holiday insurance.

**6. Cautionary Good Housekeeping Deposit**

You will be required at the time of making your final payment to provide us with a Cautionary Good Housekeeping Deposit of cleared funds worth £200.00, which is property specific and will be advised to you at the time of booking, as a deposit to cover damage, loss or loss of rental as a result of the conduct of the guest or members of the guest’s party, dog or any other person authorised to enter the property at the guest’s invitation or authority. Please note this payment is returned within 5 working days of your departure. Guests are liable for loss and damage caused to the Owner’s property and contents to the full value of the Owners’ loss even though the value of the loss exceeds the damage deposit.

**7. Price changes**

The Owners reserve the right to amend prices on the website due to errors or omissions, but such charges shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended prices is significantly higher than the original price quoted.

**8. Method of Payment**

Payments may be made by electronic bank transfer, debit card or credit card. Any charges raised against Priory Barns by their bank for handling dishonoured bank transfers or any other payments will be passed onto the Guest who is liable to reimburse The Owners.

**9. The Guests Obligations**

9.1 To pay for any losses or damages to the property and contents caused by The Guest or a member of their party (reasonable wear and tear excluded) and inform the Owners immediately so items can be replaced or repaired prior to the arrival of future Guests.

9.2 To take good care of the property and leave it in a clean and tidy condition at the end of the Holiday, with exception of linen to be laundered. A cleaning service is not provided during the holiday unless otherwise specified. Should the Owners be dissatisfied with the condition of the property upon the guests’ departure an additional cleaning charge will be taken from the Cautionary Good Housekeeping Deposit, this will be charged at £20 per hour.

9.3 On departure all windows and doors must be checked and securely locked. Keys must be returned to the key safe and the key safe locked properly. In the event that keys are not returned, then a charge will be incurred by you, the Guest to cover locksmith costs to change locks and replace keys.

9.4 To permit the Owners reasonable access to the property.

9.5 Not to part with possession of the property, or share it, except with members of the party shown on the Booking Form. All Guests at the property must be notified to Priory Barns at the time of booking.

9.6 Not to sell or transfer the booking to another party without the Owners agreement.

9.7 Not to exceed the total number of people stipulated in the property description.

9.8 Not to cause an annoyance or become a nuisance to occupants of adjoining premises.

9.9 Not to smoke or vape in any property at Priory Barns Norfolk or anywhere within it’s curtilage.

**10 Liability**

10.1 The Owners will not be liable for any act, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with, the rental unless the Owners are responsible. In addition, the Owners accept no liability for loss of, or damage to the Guest’s possessions on the Owners property or land.

10.2 Nothing in these clauses excludes or limits the liability of the Owners: For death or personal injury caused by the Owners negligence. For any matter which it would be illegal for the Owners to excluded or attempt to excluded their liability.

**11. Personal Belongings**

If the Guest, or any members of your party leave any personal belongings behind at the property after departure, the Guest will be charged the cost of postage and packaging and an admin fee to have them returned. Any items found will be disposed of within 30 days if not claimed. All perishable foods will automatically be disposed of at the time of the changeover.

**12. Dogs**

12.1 Dogs are only permitted with the prior written consent of the Owners and where dogs are permitted they are to be kept under control and exercised off the premises.

12.2 Dogs are not permitted in the bedrooms or on the furniture and the Owners can not accept responsibility for their safety. Dogs must not be left in the property unsupervised as this can result in considerable damage to the property and distress to the dog. An additional housekeeping charge of £35.00 per week or short break will be made for each dog.

12.3 Any fouling of internal areas shall be professionally cleaned and the cost borne by the Guest. Any accidents must be notified to the Owners immediately.

12.4 Any fouling of lawns, paths or outside surfaces shall be cleared up without delay, by the Guest. Failure to do this will result in additional charges being made which will be recovered from the Cautionary Good Housekeeping Deposit. Dog poo bin provided.

**13. Non-availability of Property**

If for any reason beyond the Owners control the property is not available on the date booked (owing, for example, to flood damage) or the property becomes unsuitable for holiday letting, all rent and charges paid in advance by the guest will be refunded in full.

**14. The Holiday**

The Guest has the right to occupy the property for a holiday only (within the meaning of schedule 1, paragraph 9 of the Housing Act 1988). The letting does not confer a short hold tenancy or give rise to a relationship of Landlord and Tenant.

**15. Complaints**

15.1 All complaints must be notified to the Owners as soon as reasonably practicable, as we may be required to carry out an on-the-spot investigation and if necessary, take remedial action. Guests have a legal obligation to mitigate their loss.

15.2 If the Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the Guest will waive all rights. All complaints relating to the cleanliness of the property should be reported within two hours of entry to the property.

**16. Breach of Contract**

16.1 If there is a breach of any of these clauses by the Guest or any of their party, the Owners reserve the right to re-enter the property and end the Holiday and ask the Guest and their party to leave.

16.2 If there is a breach of any of these conditions by the Owners, then the Guests have the right to end the Holiday and leave.

16.3 Ending the Holiday by the Owner or the Guest does not affect that party’s other rights and remedies.

**17. Data and Privacy**

17.1 For the purposes of this clause, capitalised terms not defined elsewhere in this Contract shall have the meaning set out in the Data Protection Legislation. The Owner are Data Controllers of all Personal Data provided to The Owners’ by You. The Owner can process such Personal Data on its behalf, for the purposes of processing and administering your Booking.

17.2 The Owner will comply with the Data Protection Legislation and any directions issued by the Information Commissioner in the processing of such Personal Data.

17.3 To the extent that the Owner is a Processor, you agree that the Owners may Process the relevant Personal Data and may need to pass your Personal Data on to third parties and organisations who need to know them so that the Booking can be provided.

17.4 When acting as a Processor, the Owners shall:

17.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with any written instructions from You and this Clause 17;

17.4.2 implement and maintain appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

17.4.3 not transfer the Personal Data outside of the EEA unless adequate levels of protection are in place;

17.4.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

17.4.5 not engage any third party to carry out its Processing obligations other than by way of a written contract which confirms that such third party will, at all times during the engagement, be subject to Processing obligations which comply with the Data Protection Legislation;

17.4.6 as soon as reasonably possible and without undue delay notify You about any request (including subject access requests) or complaint received from Data Subjects without responding to that request (unless authorised to do so by You) and assist You by technical and organisational measures, insofar as possible, for the fulfilment of your obligations in respect of such requests and complaints at its then-current rates;

17.4.7 notify You without undue delay as soon as the owner becomes aware of any relevant breach in data security;

17.4.8 maintain appropriate records and information in compliance with Data Protection Legislation and on request by You, make available such records and information necessary to demonstrate the owners’ compliance with this Clause 17 and otherwise permit, and contribute to, audits carried out by You (or Your authorised representative) at its then-current rates; and

17.4.9 on termination or expiry of this Contract, destroy or return (as You direct) all relevant Personal Data in its power, possession or control and delete all existing copies of such data except to the extent it is required to retain a copy of the Personal Data by law.

17.5 you acknowledge that the owners may also Process and store your personal details for its own administration, market analyses and operational reviews.

17.6 you consent to the owners appointing the third party Processors needed to complete the relevant Bookings.

17.7 you acknowledge that the owners will collect name, address, email and other contact details (as well as bank details, in some cases) in order to complete the Booking, and that the owners’ Processing of such Personal Data shall continue for the duration of this Contract.

17.8 in making a booking we will ask for personal information such as your name, postal address, email address, telephone number and payment details. We may use the data to inform you about news and information we think may be of interest to you. By booking with us you are deemed to have consented to the use of personal information for this purpose.

17.9 Kelling Developments Ltd are committed to protecting your privacy. We will only use the information that we collect about you lawfully, in accordance with GDPR regulations.

**18. Governing Law**

Kelling Developments Ltd and the Guest, agree that the law applying to this Contract will be English law and that we agree that the jurisdiction of the English Courts shall apply in any dispute or claim arising out of this agreement.