

# BEYOND VENUES

## BOOKING TERMS AND CONDITIONS

It is important you thoroughly read these Booking Terms and Conditions to ensure you understand what is expected of you, the guest, and us, the owner.

Beyond Venues advises you take out comprehensive travel insurance to cover self-catering holidays in the UK to cover cancellation costs and your stay in the Property. If you choose not to then you accept responsibility for any monetary loss that you may incur.

If you have any queries about these terms and conditions, you can contact us at [hello@beyondvenues.co.uk](mailto:hello@beyondvenues.co.uk)

### **Please Note:**

These are the Beyond Venues standard terms and conditions, some of our properties will have more specific terms and conditions which will be given during the booking process.

1. DEFINITIONS
2. THIS CONTRACT
3. BEYOND VENUES OBLIGATIONS
4. YOUR HOLIDAY AND WHAT IS PERMITTED
5. PRICE AND PAYMENT
6. DAMAGE DEPOSIT
7. YOUR RIGHTS TO CANCEL
8. REFUNDS
9. BEYOND VENUES RIGHT TO CANCEL
10. LIABILITY
11. HOW WE USE YOUR PERSONAL INFORMATION
12. GENERAL

## 1. DEFINITIONS

To be clear the following words will have the meanings given below:

**'Booking'** means your request to stay at the Property once it has been confirmed by us.

**'Damage Deposit'** the deposit paid by you to cover any damage to the venue booked, any additional cleaning requirements or loss of contents or keys and excessive or incorrect use of facilities.

**'Check-in time'** the date and time when our venue will be made available to you.

**'Check-out time'** the date and time by which you should have vacated the property as set out in the Booking.

**'Holiday'** the period of time when Beyond Venues provides the Venue to you as set out in the Booking.

**'Guest List'** the list of people including you who will share the Venue

**'Venue'** the accommodation specified in your Booking.

**'Venue Specific Terms'** specific rules applicable to the Venue provided to you upon booking

**'you'** the person (and members of your group) who stay at the Venue for the Holiday.

## 2. THIS CONTRACT

2.1 These are the terms and conditions on which your Booking is made, and your Holiday will be provided to you.

2.2 When you submit a booking enquiry to us, we are under no obligation to accept that booking.

2.3 We will provide you with written confirmation once we have accepted your Booking and upon acceptance, these terms and conditions become binding on us and you.

2.4 Once we have confirmed your Booking you will only be able to cancel your Holiday in accordance with our cancellation policy outlined within these terms and conditions.

However, if you contact us, we may be able to make changes to your Booking and will attempt to relet your initial dates which may lead to a refund.

2.5 Please ensure all information given to us on booking (dates, names etc) is correct. We cannot be liable for any mistakes in the information that you have given us.

2.6 If you make a telephone booking, we will provide you with confirmation of the Booking over the phone and in writing after the call. You are responsible for confirming this information is correct upon receipt.

2.7 You agree that you will provide a list of guests ahead of your booking when requested.

2.8 You agree to arrive at or after the Check-in time.

2.9 The Venue will not be available at any time outside of the Holiday and we may charge you a reasonable sum for any costs incurred by us if you are still at the Venue at the Check-out time.

2.10 You confirm that the person making the Booking is over the age of 18.

2.11 We keep our illustrations, photographs, and other imagery as up to date as possible, however they are subject to change following damages /additions caused by previous Guests.

### **3. BEYOND VENUES OBLIGATIONS**

3.1 Once your Booking has been confirmed, Beyond Venues agrees to provide the Venue to you for your Holiday, subject to these Terms and Conditions.

3.2 Beyond Venues agrees to meet the standards expected and communicated ahead of your holiday.

### **4. YOUR HOLIDAY AND WHAT IS PERMITTED**

#### **4.1 General**

4.1.1 You agree to take good care of the Venue and its contents during your Holiday; we may deduct costs from your Damage Deposit if you fail to do so.

4.1.2 You will be notified of the maximum number of people who are permitted to stay in the Venue, and you may not exceed that number. No-one other than the individuals listed in the Guest List may stay in or visit the Venue without our prior permission. A change of guests during the stay is subject to our approval.

4.1.3 You agree to inform us of any damages or faults noted during your stay.

#### **4.2 Venue Specific Terms**

The Venue may have Venue Specific Terms which will be provided to you prior to Booking. You must abide by these during your Holiday.

For example, at Bleaklow Farm you must adhere to our large group policy

#### **4.3 No Smoking**

Smoking is strictly prohibited at all of our Venues. Beyond Venues reserve a right to make charges where guests have broken this rule.

#### **4.4 Internet**

Beyond Venues offers no guarantee of a minimum speed, unrestricted bandwidth, or uninterrupted provision. We cannot be held liable for any failure in the broadband access. If you have specific requirements, please contact us ahead of booking.

#### **4.5 Noise**

4.5.1 Beyond Venues has a strict no noise rule. Any activities or music that can be heard by neighbouring properties are forbidden so as not to disturb our neighbours. Any activities or music should be limited so as not to disturb our neighbours and the surrounding area.

4.5.2 The following restrictions apply to all properties:

- Any music playing at the Property, must not be heard by neighbouring properties or public passing near the venue

- Use of fireworks are not permitted

- We do not allow hiring of hot tubs, live bands, other live acts, PA systems, discos, marquees, or gazebos without our agreement

4.5.3 You and every member of Your party undertakes to be always considerate to the neighbours of the Venue

#### **4.6 Extra Facilities**

4.6.1 Some of Beyond Venues homes have extra facilities such as hot tubs and games rooms.

4.6.2 All extra facilities should be used following user manuals and signage provided and by guests using proper care and due diligence.

4.6.3 Children should always be supervised and should only be permitted to use facilities if safe to do so.

#### **4.7 Breach of Rules**

4.7.1 Should You breach of any of the rules set out in this clause or should Beyond Venues receive a complaint by a third party, we will provide You with a verbal warning and an opportunity to remedy the breach.

4.7.2 If You commit a major breach of the conditions set out in this clause or if a verbal warning has been given which You do not comply with Beyond Venues shall have the right to ask You to leave the Venue and terminate the rental agreement. In this instance Beyond Venues shall not be liable to You for any reimbursement of any money paid, including the Security Deposit.

## 5. PRICE AND PAYMENT

5.1 The price of your Holiday including any Damage Deposit and any extras will be notified to you prior to your request to book being confirmed.

5.2 We will confirm the dates for payment at the time of Booking, and you must ensure that you make the payments on time. You can see a typical schedule in 5.7 below.

5.3 Payment may be made by debit card, credit card, or bank transfer.

5.4 Where VAT is chargeable, it is included in the sums given. If the rate of VAT changes before you have paid in full, we will be required to adjust the price of your Holiday accordingly.

5.5 If you fail to pay any sums (including the Damage Deposit) by the due date we may either charge your debit or credit card for the amount owing plus an administration charge of £30 or we may cancel your Holiday and use any monies paid to cover the costs incurred by you breaching these terms and conditions.

5.6 You will not be permitted to have access to the Venue if there is any sum (whether Damage Deposit or otherwise) outstanding at the Check-in time.

5.7 Payment Schedule – subject to Beyond Venues discretion

|                                  |                                                         |
|----------------------------------|---------------------------------------------------------|
| To confirm booking               | 25% of trip cost                                        |
| 6 weeks before booking (42 days) | Remaining balance (75% of trip cost + any extras)       |
| <i>DAMAGE DEPOSIT</i>            | <i>Will be calculated dependant on property booked.</i> |

## 6. DAMAGE DEPOSIT

6.1 You will be informed of the amount of the Damage Deposit to be paid at the time of Booking.

6.2 The Damage Deposit will be held via pre-authorisation on your chosen card.

6.3 The Venue will be assessed after your Holiday. If no loss or damage is discovered, we will release all funds back to you within 7 days. Otherwise, if any loss or damage is discovered then you will be informed of the amount to be charged.

6.4 If the reasonable cost of repairing any loss or damage to the Venue or contents exceeds the Damage Deposit, we will invoice you and charge your credit or debit card.

## 7. YOUR RIGHTS TO CANCEL

7.1 To cancel your Booking please contact Beyond Venues as soon as possible in writing (email).

7.2 We reserve the right to cancel the Booking if full payment has not been received by 6 Weeks (42 days) prior to your arrival or by such other date as we may specify in writing.

7.3 Once we confirm your cancellation in writing we will provide you with details of what (if anything) is owing to you based on the table below.

| Notice of cancellation                                                        | The percentage total booking value payable by the Guest                                                              |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| More than 6 weeks ( <i>date final balance is due - 42 days from booking</i> ) | The remaining balance of your booking will not be due. Deposit of 25% will not be refunded (unless dates are relet). |
| More than 3 weeks but less than 6 weeks ( <i>21-41 days from booking</i> )    | 50% of the total Booking cost will be charged, and the 50% remainder will be refunded to You                         |
| More than 5 days but less than 3 weeks ( <i>6-20 days from booking</i> )      | 90% of the total Booking cost will be charged, and the 10% remainder will be refunded to You                         |
| Within 5 days of your arrival                                                 | 100% of the Booking Fee will be charged                                                                              |

Cancellations received exactly twelve weeks (84 days) from the check-in date, must be made before 12 noon.

7.4 Upon confirmation of your cancellation Beyond Venues will readvertise your Holiday dates. If the venue is rebooked for the dates of your group stay you will receive a refund up to the relet value, this may be less than your initial booking – there will be an £100 admin fee deducted from any refund.

7.5 Please allow 7 working days for any refund to be issues, card payments may take longer to credit your account.

7.6 We strongly recommend that all guests consider taking out a travel insurance policy that includes UK self-catering holidays, which may provide comprehensive cover in the event of a cancellation.

7.7 Where Your Booking is made using a third-party provider or booking agent (“Third Party Provider”) the terms and conditions notified to You by that provider will apply to Your Booking, instead of these Terms and Conditions.

## **8. BEYOND VENUE’S RIGHT TO CANCEL**

8.1 Beyond Venues may have to cancel your Booking due to an event outside their control (such as fire, flood, snow, failure of utilities or legislation) and we will contact you as soon as possible to let you know if this happens.

We will try and arrange alternative date or time for you to stay. If this is not possible or goes against your wishes you will be entitled to a full refund.

This does not apply where you cancel because you are unable to travel or stay at the property as a result of the COVID - 19 pandemic or other legal requirement affecting you; only where Beyond Venues cancels because they are unable to have guests safely at the Venue.

## **10. LIABILITY**

10.1 Beyond Venues is not liable for

- (a) death or personal injury caused by the negligence of either us or you.
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by the Consumer Rights Act 2015.

10.2 If Beyond Venues fails to comply with these terms and conditions, we will be responsible for any loss or damage you suffer that is a foreseeable result of our breach of the terms or negligence, but neither of us are responsible for any loss or damage that is not foreseeable.

10.3 Subject to clause 10.1, we are not responsible for any transport and/or alternative accommodation costs or for loss or damage to any of your items, belongings, or vehicles.

## **11. HOW WE USE YOUR PERSONAL INFORMATION**

11.1 We will only use your personal information as set out in our Privacy Policy.

11.2 We will only provide our marketing to you where you have notified us that you wish to receive our marketing.

11.3 We will remove your information from our marketing database upon your request.

## **12. GENERAL**

12.1 You acknowledge that Beyond Venues may enforce any and all of these terms and conditions against you.

12.2 Except for you, and Beyond Venues, no other person shall have any rights to enforce any of its terms.

12.3 These terms shall be governed by and construed in accordance with English law and the courts of England & Wales shall have exclusive jurisdiction.

### **13. LOST PROPERTY**

13.1 If you think any personal items may have been left at a Venue following your departure, please contact us as soon as possible.

13.2 If we are able to find your item, we are happy to arrange postage to you - we ask you pay for postage in advance. Items will be posted within 7-days of payment being received.

13.3 In the event of Beyond Venues finding lost property after your stay, we will endeavour to contact you to arrange postage. We will hold the property for 1-month before disposing of the item.