

Thornfalcon Winery & Press Booking Terms & Conditions March 2025

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INTRODUCTION

- 1.1 Hello, we are Thornfalcon Winery & Press, and we are looking forward to welcoming you to stay or visit.
- **1.2** By booking with us, you confirm that you accept these booking conditions and any other written information we bring to your attention before confirming your booking.

MAKING YOUR BOOKING

- **2.1** When you book accommodation at Thornfalcon, this can only be used for the holiday period of your booking. No booking is an 'Assured Shorthold Tenancy' or protected under the Protection from Eviction Act 1977, or any similar applicable legislation
- 2.2 Our booking services are made with you only for your personal, non-commercial use.
- 2.3 You must i) be at least 18 years old at the time of booking; ii) be authorised to make the booking by all adult party members; and iii) ensure that they are aware of, and agree to comply with, these booking conditions.
- **2.4** You are responsible for making all payments to us, and should ensure that all information you provide to us is true, accurate, current and complete. If your details change, you must let us know.
- 2.5 Once we have received the required deposit payment, we will send you written confirmation of your booking- this is when your binding contract begins. We reserve the right to refuse any booking before we send written confirmation- if we do so, we will promptly let you know and refund you. As soon as you receive your confirmation, please check the details and let us know immediately if anything is incorrect.
- 2.6 We have the right to cancel a booking where there are reasonable grounds to believe that (i) the booking is not legitimate; (ii) you are likely to breach these booking conditions or any restrictions or requirements stated on the accommodation advertisement; (iii) you have provided incorrect information; (iv) you have behaved in a vexatious, abusive or unlawful manner to us or our staff. If we cancel your booking in these circumstances, we will tell you in writing and will not have any legal or financial responsibility to you.

PAYMENT

- 3.1 On booking, you should pay the deposit due to secure the booking.
- 3.2 We must receive your balance payment prior to arrival, as stated on your booking confirmation. We will automatically collect the balance owed from the card that you used to pay the deposit on the final payment date, unless you pay the balance before that date or notify us of an alternative payment method.
- 3.3 If you book after the applicable final payment date notified to you; we must receive full payment of the total cost when making the booking. Failure to pay by the final payment date will result in your booking being cancelled immediately and the provisions of clause 10 (Customer cancellations) will apply. You must pay by debit or credit card, and we only accept payment in pounds sterling.

DEPOSIT

- **4.1** To secure your booking you will need to pay a non-refundable standard deposit, which will be outlined before making your booking.
- **4.2** You must make this payment either at the time the balance payment for your booking is due or, if you cancel before the balance due date, at the time you cancel the booking.



PRICING

- **5.1** Pricing at Thornfalcon varies, depending on whether it is low, mid or peak season, and we keep these under review.
- **5.2** The confirmed price will be provided upon booking. As changes and mistakes can happen, it is your responsibility to verify the price and details of your accommodation at the time of booking. All quoted prices include any taxes and charges which may apply at the time of booking. Any changes in tax rates or government charges may result in additional amounts becoming payable post-booking.
- **5.3** Prices are for the entire accommodation and are not per person, except when an extra person charge applies.
- **5.4** Your full balance is due 6 weeks before the start date of your stay.

CHANGING YOUR BOOKING

- **6.1** If you need to change your booking prior to the cut off date, please contact us as soon as you can. We cannot guarantee that we will be able to meet your request, but we will see what we can do!
- 6.2. You cannot transfer your booking within 60 days of arrival or once the balance has been paid.
- **6.3** After 60 days prior to arrival, changes to your dates or accommodation may be viewed as a cancellation of the original booking, potentially resulting in cancellation charges if you proceed.

CANCELLATIONS

- 7.1 No refunds are payable if you cut short your stay or reduce the number of guests on the booking.
- 7.2 You must notify us if you wish to cancel your booking after it has been confirmed.
- 7.3 You will need to pay a cancellation charge based on the number of days before your booking that we receive notice, as shown below. If you have not paid the total booking cost by the time of your cancellation, you may have to make a further payment to cover the cancellation charge.
- 7.4 In the table below, total accommodation cost means accommodation rental price excluding any extra items charged by the Owner such as charges for pets, sauna and wellness area, vegetable boxes etc.
- 7.5 If you have booked through a third-party travel agent, the term 'total accommodation cost' in the tables below does not include any charges made by that agent or anyone else for booking fees, travel, other travel services or any other amounts not paid to us, and you may be liable to pay such charges in the event of cancellation.
- 7.6 The cancellation charges below have been calculated as a genuine pre-estimate of the losses incurred in the event you cancelled your booking within the stipulated time period, taking into account the charges we will incur from our suppliers (some of which will be up to 100%) and the expected cost savings and income from alternative deployment of the travel services (if possible) calculated as an average charge over a period of time.

Number of days before the start date of your stay that we receive your notice to cancel (or on which you are deemed to have cancelled):

More than 42 days

29 to 42 days

8 - 28 days

7 days or less

Cancellation charge (in addition to any booking fees or handling / administration fees you owe or have already paid which are non-refundable):

Full return of your deposit

75% of total accommodation cost

90% of total accommodation cost

No refund



CHANGES BY US

- **8.1** We reserve the right to make changes to your booking. If there is a mistake, including pricing, we reserve the right to adjust the price to correct the mistake. If you choose not to accept this, then the contract between us will be invalid and you will be entitled to a refund. You won't, however, be entitled to compensation, nor to have the stay at the lower price.
- **8.2** If we need to make changes to your booking, we will contact you by phone or by email as soon as is reasonably practical. We will explain what has happened and let you know about the change; however, we will not have any further liability to you.
- **8.3** If we must cancel your booking, you may choose to: (i) accept alternative dates if available; (ii) request a voucher for the amount you have previously paid towards the booking the voucher terms and conditions will be available before you make your choice; or iii) obtain a refund of the amount already paid by you for the booking.

ACCOMMODATION RULES

- **9.1 Arrival and departure:** You may arrive at your accommodation any time after 4pm on the first day of your booking and must leave by 10am on the last day (unless we tell you otherwise). If your arrival is delayed beyond 8pm on the start date, you must notify the contact listed in your arrival documentation. If you fail to arrive by 12 noon on the second day of your booking and haven't informed the provided contact of your late arrival, we, on behalf of the Owner, may consider your booking cancelled by you, with no refund payable.
- **9.2 Behaviour:** We can deny access to the accommodation or end your stay if anyone in your party behaves unreasonably, causes offense or damage, disrupts others, or violates booking conditions or restrictions on the accommodation advertisement. If we believes this is likely or if any such behaviour occurs, the contract will end, you must leave immediately, no refund will be given, and you may be responsible for any costs incurred due to your behaviour. We will have any further responsibility to you.

9.3 You and your party agree:

- to keep the accommodation clean and tidy, and leave it in the same condition as you found it (if additional cleaning and/or repairs are required, you will be responsible for the cost);
- not to use the accommodation for any illegal or commercial purpose;
- not to sublet the accommodation or any part of it or otherwise allow anyone not in your party to stay;
- not to behave in an anti-social manner or act in a way which may disrupt or affect the enjoyment of others;
- to comply with any restrictions or requirements specified in the accommodation advertisement, such as regarding party composition;
- that failure to comply with the above will result in your booking being cancelled and we will not have any legal or financial responsibility to you.
- **9.4 Damage:** You are responsible for the actions and omissions of all guests staying at the accommodation during the booking and agree to pay us for all costs incurred as a result of any breakage or damage in or to the accommodation caused by you, your party or anyone you invite round.
- **9.5 Maximum occupancy:** You and your party agree to follow the maximum occupancy for overnight stays as stated on the website and to obtain consent for any visitors or events (such as parties/celebrations or gatherings). Stag and hen parties are not allowed. Failure to comply with these obligations could result in cancellation of your booking, refusal of entry to accommodation or repossession, with no refund payable to you and no responsibility on our part.
- **9.6 Smoking (including e-cigarettes):** is prohibited in all accommodations and outside in public areas, including shared facilities.



9.7 Pets: dogs (unless a registered assistance dog) are not allowed in all the holiday lets at Thornfalcon, unless the accommodation advert specifically says that they are (and a charge may be payable if so – no charge for registered assistance dogs). If you want to bring any other pet, you must obtain our consent in advance. We can refuse to hand over the accommodation to you, or can repossess it, if you bring a pet with you when it is not allowed or where we believe an animal may be dangerous or may disrupt or affect the enjoyment of others, including any animals on site or close by. You are responsible for the supervision and behaviour of your pet at all times. Pets are not allowed in bedrooms or on beds and must not be left on their own in the accommodation or garden. If an accommodation offers a garden, this does not mean that it is suitable, secure or impenetrable to pets, you should check before booking if this is important to you. If you or any party member has a pet allergy, we cannot guarantee that pets have not stayed in your chosen accommodation. We do not accept any responsibility for any pet related health reactions.

9.8 Right of Entry: We reserve the right to enter the accommodation i) without prior notice in special circumstances including emergency situations (for example if repairs need to be carried out) or if there is a breach, or suspected breach, of booking conditions or any other applicable terms; and ii) on reasonable prior notice to conduct inspections, including cases where you have reported issues with the accommodation. By agreeing to these terms, you consent to granting us such access.

COMPLAINTS

10.1 You must tell us promptly (in writing) and before travelling about any complaints with our booking services. We cannot accept liability where complaints are not promptly reported, or for complaints for which we are not given the time to respond.

10.2 Limitation: We do not exclude or limit what we will be legally responsible for, including if death or personal injury is caused because of our, or our employees', negligence, or for any criminal act we may commit. We can not be held responsible for i) noise or disturbance which comes from beyond the boundaries of the accommodation, or which is beyond the Owner's control, ii) the failure of public utilities such as water, gas and electricity; and iii) changes or closures to local services or attractions mentioned on our website.

10.3 If you have a complaint about your accommodation or suffer an accident in it, you must: i) tell us promptly; ii) allow us a chance to react/put right any issues before your departure; and iii) communicate with us directly about any follow up. If you cannot contact the Owner or their representative, or you are dissatisfied with their response, then you must contact us before you leave the accommodation.

10.4 Events beyond our control: Unless otherwise stated in these booking conditions, we are not responsible, nor will we compensate you, for events beyond our control which could not be avoided, despite reasonable measures. Examples are warfare, terrorism, civil strife, significant health risks (e.g. epidemics, pandemics), weather, natural disasters, government or authority actions, industrial disputes/strikes, failure of utility services, lock closures, fires, leaks, unavoidable transport issues and similar events.

PRIVACY

11.1 By submitting your personal information to us, you agree to our use of the information for the purposes of the provision of the booking.