Standard Terms & Conditions

March 2023

STANDARD TERMS AND CONDITIONS

These are the standard Terms and Conditions. Bookings are made and accepted on the following conditions:

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1.0 DEFINITIONS

When the following words are used in this Terms and Conditions document, this is what they mean:

1.1Booking: Your request to occupy the Property for the Rental Period made via the White Venues Website, phone or by any other means.

1.2 Booking Confirmation: the written confirmation sent by White Venues to you, the 'Guest', confirming the agreement for you to occupy the Property during the Rental Period.

1.3 Owner/s: the Owner of the Property is White Venues Limited.

1.4 Property: the property as defined within the Booking Confirmation including the Property's grounds.

1.5 Rental Period: the period of time for which the Owner/s shall make available the Property to the Guest as set out in the Booking Confirmation.

1.6 Security Deposit: the security deposit to be paid by you in accordance with clause 9.0.

1.7 Terms/Conditions: The Terms and Conditions set out in this document, the Property Specific Terms and any other Terms referred to in these Terms and/or provided to you by White Venues Limited.

1.8 Property Specific Terms: specific restrictions applicable to a Property as provided to the Guest by White Venues Limited, including those set out on Our Website.

1.9 You/Your/Guest/s: the Guest and or his/her invitees to the Property. The Lead Guest is the lead person on the Booking Confirmation.

1.10 White Venues Limited/We/Us: White Venues Limited, a company registered in England and Wales with company registration number 13151527. Registered Office Address is 40 Main Street, Horkstow. DN18 6BG

1.11 When White Venues Limited use the words "writing" or "written" in these Terms this will include email unless We state otherwise.

2.0 WHITE VENUES LIMITED ROLE

2.1 White Venues Limited owns the Property.

2.2 The agreement to rent the Property (which incorporates these Terms) is entered into between You and the Owner.

2.3 The Owner is responsible for providing the Property and the safety of all Guests.

2.4 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 Third Party Provider will apply to Your Booking, instead of these Terms and Conditions.

3.0 BOOKING PRICE AND PAYMENT

3.1 A Booking is not accepted until We have issued a Booking Confirmation. An agreement to rent the Property is created when We send the Booking.

3.2 The price of the Booking will be set out in the Booking Confirmation. You will be informed of the price at the time You place Your Booking.

3.3 Payment can be made by debit or credit card.

3.4 We also accept bank transfers. Bank transfers must be received as cleared funds by the date specified by White Venues Limited.

3.5 Where VAT is chargeable, it is included in the price set out in the Booking Confirmation.

3.6 To confirm a Booking, a non-refundable deposit 35% of the Booking cost is required ("Booking Deposit"). Once Your Booking Deposit has been paid You will receive the Booking Confirmation and the rental agreement with the Owner will be concluded. If the Rental Period is less than 12 Weeks (84 days) from the date of Booking, full payment will be required at the time of Booking. The full balance must be paid 12 Weeks (84 days) prior to arrival. Full details will be provided by White Venues Limited of how to pay.

3.7 We shall assign a reference number to the Booking. Please quote the reference number in all subsequent correspondence with White Venues Limited.

3.8 Should the balance not be paid by You pursuant to clause 3.6 above, White Venues Limited reserves the right to terminate the rental agreement by notice in writing and without further liability to You. Any deposit paid by You will not be refunded.

3.9 Please note a Security Deposit is charged at the balance due stage on all Bookings. The deposit will be between £750 and £1000 which will be returned after Your stay subject to clause 9.0 (Security Deposit).

4.0 BOOKING CONDITIONS

4.1 By submitting a Booking, You confirm that You have fully read, understood and agreed to the Terms and Conditions as well as additional policies on 'Large Group Policy & Dog Policy'.

4.2 You must be at least 21 years old when You make Your Booking. By making a Booking You confirm that You are at least 21 years old.

4.3 The number of persons occupying the Property must not exceed the maximum number stipulated in the Property Specific Terms. We reserve the right to refuse entry to all Guests (or to require Guests to vacate the Property) if this condition is not adhered to.

4.4 Requests for additional Guests must be agreed and paid for with White Venues Limited prior to Your arrival.

4.5 All Guests agree to arrive and leave the Property at the dates and times set out in the Booking Confirmation (unless any other arrangements are agreed with Us in advance). The Property will not be available at any times outside of the times reserved by You. We reserve the right to make a reasonable additional charge through deduction of Your Security Deposit in the event that You have not left the Property

at the agreed departure time. This will be a minimum of £150.00 and a minimum further £50 for evert 15 minutes thereafter.

4.6 The Property is detailed in the Booking Confirmation and cannot be changed for any other Property.

4.7 This Booking agreement is made on the basis that the Property is to be occupied by the Guests as a holiday letting within the meaning of the Housing Act 1988 Schedule 1 Paragraph 9. The Guests acknowledge that the licence granted by the rental agreement entered into with the Owner/s is not an assured tenancy and that no statutory periodic tenancy will arise when it ends.

4.8 The Lead Guest will assume responsibility for all Guests' compliance with the Terms and Conditions.

4.9 Your right to occupy the Property may be forfeited and You may be required to vacate the Property without compensation if:

- 4.9.1 More people or pets than declared at the time of Booking attempt to occupy the property;
- 4.9.2 Overnight Guests are entertained without the written consent of Us;
- 4.9.3 Any activity is undertaken which is illegal, or which causes may cause unreasonable noise, nuisance, damage or disturbance;
- 4.9.4 There is any smoking inside the Property.

4.10 You shall keep the Property and all furniture, fixtures, fittings and effects in or on the Property in the same state of repair as at the commencement of the Rental Period and shall leave the Property in the same state of cleanliness and general order in which it was found.

4.11 White Venues Limited only arranges Your stay at the Property for domestic and private use. You agree not to use the Property for any commercial, business or subletting purposes.

4.12 Our properties is in an area close to water and open fields. Please therefore expect wildlife, which may make their way into a property unbeknownst to the Owner/s. White Venues Limited cannot be held liable for disturbances or other problems caused by wildlife.

4.13 The Owner reserves the right to take no action if they do not consider the presence of the wildlife to be a serious threat to health.

4.14 You confirm that the information You have provided to White Venues Limited is true, accurate, current and complete information in all respects. Should any information provided change You should notify White Venues Limited immediately. White Venues Limited will not be liable if any incorrect information provided by You results in the Owner being unable to perform (or entitled to terminate) the rental agreement.

4.15 It is the responsibility of the Guests to ensure that any third-party suppliers booked to provide services during a stay have adequate liability, insurance, and health & safety measures in place.

4.16 Any advertised third-party suppliers on the White Venues Limited website are listed from recommendations only.

5.0 CANCELLATION

5.1 We reserve the right to cancel the Booking if full payment has not been received by 12 Weeks (84 days) prior to Your arrival or by such other date as We may specify in writing.

5.2 In the event of a cancellation by You, You must notify Us as soon as possible in writing.

5.3 White Venues Limited will apply the scale shown in the table below to determine the amount of the charge, which shall be a percentage of the total cost of the holiday.

Notice of cancellation	The percentage total booking value payable by the Guest
More than 12 Weeks (84 days)	No additional charge – the balance for the Booking will not be due, however the 35% Booking Deposit will not be refunded
More than 8 Weeks but less than 12 Weeks (56-83 days)	50% of the total Booking cost will be charged, and the 50% remainder will be refunded to You
More than 4 Weeks but less than 8 Weeks (28-55 days)	75% of the total Booking cost will be charged, and the 25% remainder will be refunded to You
More than 2 days but less than 4 Weeks (2-27 days)	90% of the total Booking cost will be charged, and the 10% remainder will be refunded to You
Less than 2 days to 0 days	100% of the Booking Fee will be charged

5.4 On receipt of the cancellation, the above chart states the amount the Guest remains liable for at that point in time. White Venues Limited will make every attempt to relet the dates to obtain a replacement booking. If the dates are re-let You will receive a refund equal to the re-let rental rate, which may be less if the rates are reduced in line with market forces or if the relet period is shorter than the original booking period. An Administration Fee of £150 will be charged to the Guest and will be deducted from the refund sum due if a relet is successful. Please allow up to 7 working days for a refund to be issued to your bank account by White Venues Limited.

5.6 We strongly recommend that You take out comprehensive cancellation insurance that covers UK self-catering holidays (see clause 7.0)

6.0 OWNERS RIGHT TO CANCEL

6.1 In the event of the Property becoming unavailable due to a problem with the Property or its facilities or for any other reason outside the Owners control, We have the right to cancel Your Booking by notice in writing to You and all sums paid by You will be refunded. We will endeavour only to cancel Your Booking if it is unavailable for reasons beyond Our control such as a result of a decision by the Owner/s, fire, flooding or structural problems. Our liability will not extend beyond this refund.

7.0 TRAVEL INSURANCE

7.1 It is the responsibility of the Guest and Your intended party to acquire suitable travel insurance to cover Your booking and individual circumstances beyond the Your control such as, but not limited to, adverse Weather, jury duty, incarceration, change in personal or work circumstances, military service, illness (including Covid-19, self-isolating & shielding) family emergencies and travel delays. If You choose not to take out UK travel insurance, then You accept responsibility for any loss that You and Your intended party may incur due to Your cancellation

8.0 CHANGES TO TERMS

8.1 White Venues Limited may revise these Terms and Conditions at any time.

8.2 If White Venues Limited revise these Terms or the Terms of the Booking so as to materially affect the Booking, We will give You reasonable written notice of any changes and You can choose to cancel the rental agreement. In the event of such cancellation, We will refund any sums paid.

9.0 SECURITY DEPOSIT

9.1 A refundable Security Deposit will be required to be paid by You in respect of damage to the Property, damage or loss of contents, damage or loss to keys excessive or incorrect use of facilities, or other breach by You of these Terms.

9.2 The amount of the Security Deposit will be a miniumum of £750 and vary dependent upon the size of the group. White Venues Limited will inform You of the amount of the Security Deposit to be paid in the Booking Confirmation.

9.3 White Venues Limited is entitled to deduct from the Security Deposit in the following circumstances:

- 9.3.1 Should You or any member of the party damage the Property, or any equipment or fittings at the Property, or leave it in a condition where additional cleaning is required (being any cleaning over and above that which We consider (at Our discretion) to be necessary in the usual course);
- 9.3.2 Should You or any member of Your party be in breach of any of the Terms and Conditions;
- 9.3.3 Should the Owner be required to remedy any damage caused to the Property during the Rental Period;
- 9.3.4 To fully charge for additional Guests which have not been approved by either White Venues Limited or the Owner/s;
- 9.3.5 Should unauthorised pets be brought to the Property (whether or not they cause damage or untidiness);
- 9.3.6 Late checkout, smoking within the building.

9.4 The Guest must report any damage immediately to the Owner/s.

9.5 If no deductions are required, the Security Deposit shall be returned within 7 business days after Your stay. We will contact You shortly after Your stay regarding the return of the deposit by email.

9.6 Should a claim be made by the Owner against the Security Deposit, details of such a claim will be provided to You within 7 days of the end of Your Rental Period (or after such longer period as may be required for the deductions to be calculated).

9.7 Should the Security Deposit provide insufficient remedy, the Owner/s shall have the right to recover any sum from You to make up any shortfall

9.8 In the event that You or any member of Your party causes severe damage to the Property which results in the Owner/s having to cancel subsequent bookings and / or pay compensation to any person due to the Property being left in an uninhabitable state by You, or which reduces the services offered to subsequent Guests, You shall indemnify the Owner/s in full for any loss incurred by them which the Security Deposit does not cover.

10.0 PRIVACY POLICY

10.1 Ensuring the privacy and security of Your personal information is very important to White Venues Limited. For further information about how We will collect and use Your personal information, please see Our Privacy Policy

11.0 ADVERTISING

11.1 We have compiled the information on Our Website www.briggwhitehart.co.uk and any authorised third-party Websites or advertisements as accurately as possible, however no warranties or representations (express or implied) are given in relation to the content on Our Website.

11.2 We make reasonable effort to ensure that the Property details supplied to Us by the Owner/s are accurately reproduced. Mistakes may occur from time to time and confirmation should be requested prior to Booking.

11.3 The Guests accept that minor differences between text/photograph/illustrations on the Website and the actual Property may arise. We cannot accept responsibility should the Property not conform to the Guests standards or any images on Our Website.

11.4 If a facility is particularly important to You, please check with Us prior to Your Booking.

11.5 Occasionally, unforeseen problems mean that some facilities or services (such as Wi-Fi) become unavailable, and if this is the case, We will tell You as soon as reasonably practical after We have been made aware of the situation. Please see clause 17 for further information on Wi-Fi access.

11.6 White Venues Limited cannot accept responsibility for any changes or closures to local area amenities or attractions mentioned on the Website or advertised elsewhere.

12.0 DURATION AND TIMES OF RENTAL

12.1 The Property will be available to You after the time stated on Your Booking summary on the start date of the Rental Period and You must leave by the time stated on your Booking summary on the last day of the Rental Period, unless otherwise specified in the Property Specific Terms.

12.2 Where there is a variation to check in and check out times written notification to You will be provided by White Venues Limited through the Booking Confirmation.

12.3 The period before and after Your stay is probably booked by other Guests, so please respect the stated check in and departure times so that We have enough time to prepare for the next group of Guests. The result of Your late departure will incur charges against Your Security Deposit as a result of housekeeping staff being prevented from accessing the property at the agreed departure time.

13.0 NO SMOKING POLICY

13.1 Our properties are non-smoking properties. Smoking is not allowed anywhere within the Properties.

13.2 White Venues Limited reserve the right to make a charge to the Security Deposit where Guests have contravened a request for the property to be smoke free.

13.3 Should the Security Deposit be insufficient to remedy such breach, the Owner of the Property shall have the right to recover any sum from You so as to make up any shortfall.

14.0 NOISE POLICY

14.1 We have a strict zero-tolerance policy on late-night noise. All outside music and activities which can be heard by neighbouring properties or which take place outdoors are prohibited so as not to disturb nearby residents. The late-night noise restriction times are clearly listed on the property listing on the Website and within the Large Group Policy document.

14.2 The following restrictions apply to all properties:

- 14.2.1 It is not permitted to play music outside;
- 14.2.2 The volume must not be turned up in the Property to provide music outside;
- 14.2.3 Any music playing inside the Property, must not be heard outside;
- 14.2.4 use of fireworks or Chinese lanterns are not permitted under any circumstance;
- 14.2.5 We do not allow hiring of hot tubs, marquees or gazebos
- 14.2.6 Live bands, other live acts, PA systems, discos are permitted. Entertainment must finish by 11.30, the internal audio system can be used until 12.30am at a reasonable level, see Large Group Policy which forms part of these Terms & Conditions.

14.3 You and every member of Your party undertakes to:

- 14.3.1 Be considerate to the neighbours of the Property at all times and more specifically during the early hours of the morning and late evening;

- 14.3.2 To ensure that any deliveries or taxis are provided with clear instructions to the Property so as not to inconvenience neighbouring properties.

14.4 Should You be in breach of any of the conditions set out in this clause 14 and/or should We or the Owner/s receive a complaint by a third party, White Venues Limited and/or Owner/s will provide You with a verbal warning and an opportunity to remedy the breach in the first instance.

14.5 If You commit a serious breach of the conditions set out in this clause 14, or if a warning has been given set out in 14.4 above which is not complied with, White Venues Limited shall have the right to ask You to leave the Property immediately thus terminating the rental agreement and in such a case the Owner shall not be liable to You for any reimbursement of any money paid, including the Security Deposit.

15.0 DOG POLICY

15.1 Responsible pet owners are welcome to bring dogs but only a maximum of 3. When booking it is essential that you confirm the number of dogs that will be with your group.

15.2 We charge £30 per dog to stay. If there is extra cleaning above and beyond the normal clean, especially if we find they have been in the upstairs corridors and bedrooms, we have the right to retain a minimum £250 fee for any extra work carried out for excessive cleaning and this will be at the our discretion.

15.3 Guests wishing to bring dogs must abide by the following rules:

- 15.3.1 Dogs must be under strict control at all times while in the property;
- 15.3.2 Dogs must be well behaved and house trained;
- 15.3.3 We have a strict policy that the dogs are strictly kept downstairs and off the soft furnishings;
- 15.3.4 Dogs must not go into the river under any circumstances;
- 15.3.5 Any fouling on lawns or gardens must be cleared up without delay
- 15.3.6 The dog owner must bring the dog's bed or basket for sleeping in
- 15.3.7 Dogs MUST NOT be left alone in the property or elsewhere at any time
- 15.3.8 Dogs MUST NOT lie on chairs/furnishings. Hair must be well cleared up before departing
- 15.3.9 Dog owners must ensure that their pets are free from parasites and fleas before they occupy the property. Failure to do so will incur subsequent charges to a minimum of £1,000
- 15.3.10 For your dog's safety, we advise they must not be left unattended in the external areas as the property boundaries may not be totally secure

15.4 Failure to adhere to our dog policy may result in your stay being terminated early and being asked to leave without compensation

16.0 HEALTH AND SAFETY

16.1 It is imperative that you read and adhere to the safety information provided within the property. We have a duty of care to ensure that the property is reasonably safe for guests to use and expect that all our guests also take responsibility for their own safety whilst staying at a property

16.2 For Your information Health and Safety documents are available upon request from the Owner

17.0 IN PROPERTY WIFI

17.1 We have no responsibility for, or control over, the internet service at any Property, nor the information You transmit or receive via the Internet service.

17.2 We do not guarantee:

- 17.2.1 the availability or functionality of the service or that it is free from defects or viruses;
- 17.2.2 the speed at which information may be transmitted or received via the service;
- 17.2.3 that the service will be compatible with Your equipment or any software which You use;

17.3 You must not use the service to access internet services, or send or receive emails, which:

- 17.3.1 are defamatory, threatening, intimidatory or which could be classed as harassment; contain obscene, profane or abusive language or material;
- 17.3.2 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- 17.3.3 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition, or sexual orientation;
- 17.3.4 contain material which infringe third party's rights (including intellectual property rights);
- 17.3.5 You must not download, alter, e-mail or otherwise use any content in breach of any third-party intellectual property rights;

17.5 We may suspend access to the internet service if We reasonably believe that You are in breach of any provisions of this clause.

17.6 You must not use the service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

17.7 You agree and acknowledge that We may be required to provide assistance and information regarding Your use of the internet at the Property to law enforcement, governmental agencies and other authorities.

18.0 EXTRA AMENITIES

18.1 All amenities should be used with great care and in accordance with the Property information pack, and all rules, user manuals and signage.

18.3 You and every member of Your party are responsible for the safety of any child using such amenities.

19.0 RIGHT OF RE-ENTRY AND RIGHT TO EVICT

19.1 The Owner/s is entitled to enter the Property, without providing You with prior notice in the following circumstances:

19.1.1 In an emergency, to include where repairs are required to be carried out due to a report made by You or damage caused by You (or where the Owner/s has reasonable grounds to believe that such damage has been or may be caused);

19.1.2 Should You be in breach of any of these Terms or White Venues Limited or the Owners Representative has reasonable grounds to believe that You are in breach of these Terms;

19.1.3 White Venues Limited have received reports from a third party advising Us of conduct which is in breach of these Terms.

19.2 The Owner or the Owners Representative is allowed to enter the Property to inspect it. In this circumstance, reasonable notice will be given first.

19.3 Should access be required, You agree not to obstruct the re-entry of the Owner/s and/or the Owner/s Representative (to include workmen/women) to the Property.

20.0 LOST PROPERTY

20.1 Please contact the Owner as soon as possible if You think You have left any personal items in a property after Your departure.

20.2 Should You wish Your items to be returned, The Owner will happily do so but a postage and packaging fee must be paid and cleared in advance by You. For larger personal property items there may be an additional charge.

20.3 The Owner will aim to return lost property within 14 business days of payment being received.

20.4 In the event White Venues Limited finding any personal property, We will hold lost property for 1 month before disposing of the item.

21.0 EVENTS OUTSIDE OUR CONTROL

21.1 White Venues Limited will not be liable or responsible for any failure to perform, or delay performance of, any of Our obligations under these Terms that is caused by an Event Outside of Our Control.

21.2 An Event Outside of Our Control means any act or event beyond Our reasonable control, including without limitation, actions or omissions of the Owner/s (including, but not limited to, cancellation or failure to provide access to the Property) strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, power networks or water supplies, local building works or roadworks, transport interruptions, delays or cancellations.

21.3. Please refer to clause 7.0 (Travel Insurance).

22.0 COMPLAINTS AND COMPENSATION

22.1 Should You wish to make a complaint during the Rental Period, You should notify the Owner of any such complaint promptly, so that every attempt can be made by White Venues Limited to resolve the issue as soon as possible.

22.2 All complaints must be made whilst You are still at the Property so that an on-the-spot investigation can be made if necessary and remedial action taken if required. In no circumstances will compensation be considered for complaints raised after the holiday has ended, when the Guests have denied the Owner or Owners representative the opportunity of investigating the complaint during the Rental Period and endeavouring to remedy matters during the Rental Period.

23.0 LIMITATION OF LIABILITY

23.1 Neither White Venues Limited excludes or limits their liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of employees or agents; for fraud or fraudulent misrepresentation.

23.2 If We fail to comply with Our obligations under these Terms, We may be liable to You for loss or damage You suffer that is a foreseeable. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time of the Booking Confirmation, both We and You knew it might happen, for example, if You discussed it with Us during the booking process.

23.3 To the fullest extent permissible by law White Venues Limited excludes any and all promises, warranties, conditions, or representations relating to the service provided by Us that are not set out in these Terms. In particular White Venues Limited does not make any promises representations or warranties with respect to.

- 23.4.1 The availability of the White Venues Limited Website;
- 23.4.2 Errors contained in any information (whether supplied by the Owner/s or their representatives or not) which may appear on the White Venues Limited Website or other materials;
- 23.4.3 The quality, safety, or suitability of the Property.

23.5 You acknowledge that in Booking the Property, all personal belongings and vehicles including the contents of those vehicles, belonging to You and or any member of Your party, is left at the Property entirely at Your and their own risk. White Venues Limited shall accept no responsibility for any loss, or damage to You or Your Guests personal property during the Rental Period.

24.0 SEVERANCE

24.1 If any provision or part provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

24.2 If one party gives notice to the other of the possibility that any provision or part provision of these Terms and Conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.

25.0 GENERAL

25.1 Save as set out in clause 7.2, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by (i) White Venues Limited and (ii) the Guest.

25.2 We may transfer Our rights and obligations under these Terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under these Terms. You may only transfer Your rights or Your obligations under these Terms to another person if We agree to this in writing.

25.3 No other person other than the Lead Guest, the Owner/s and White Venues Limited shall have any rights to enforce any of these Terms.

25.4 If We do not insist immediately that You do anything You are required to do under these Terms, or if We delay in taking steps against You in respect of Your breaking these Terms and Conditions, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

25.5 These Terms and governed by English Law. You agree to submit to exclusive jurisdiction of the English Courts. However, if You are a resident of Northern Ireland, You may also bring proceedings in Northern Ireland and if You are a resident in Scotland You may also bring proceedings in Scotland.

white venues