



TERMS & CONDITIONS FOR HIRING THE APARTMENT, HALDON BELVEDERE, EXETER, DEVON

Your booking:

Accommodation being let is the self-contained apartment on the second floor which is for holiday purposes only. It must not be used for gatherings or parties or for business purposes (except where prior special arrangements have been made). The ground floor Lawrence Room and the first floor Palk Room are not included within the self-catering hire agreement.

Contract and warranties:

Once we have accepted your booking and payment, a contract has been entered into, which includes these conditions, and such contract is governed by English law. Payment of all required amounts when they are due is of the essence of the contract.

When you make a booking you warrant that you are over 18 years old and accept full responsibility for all persons who will use the property during the period booked and you have read all the Terms & Conditions.

Arriving and departing:

The property will be available from 5pm on the first day of your booking and you must leave before 10am on your last day.

Occupancy:

Excluding babies under 10 months, the number of people occupying the property must not exceed two. You may invite an additional two guests to visit you during your stay; however they must not stay overnight. This is very important because we prepare, furnish and equip the apartment for the number of people specified and greater numbers cause damage and excessive wear and tear to vulnerable buildings. It is for this reason that we reserve the right to make a charge per person per day (whether or not they stay overnight) for each guest over the permitted limit, the charge being pro-rated on the total cost of your booking.

Pets:

We are unable to accommodate any pets.

Smoking:

In line with Government legislation Devon Historic Buildings Trust operates a 'no smoking' policy within the building and on the roof terrace.

Booking Confirmation:

On receipt of the completed and signed booking form and the non-refundable deposit or full payment, your chosen date will have been booked.

Booking:

Provisional booking requests received by telephone or email will usually be held for seven days (unless otherwise agreed). Email with booking form will be sent confirming provisional booking and detailing payment of deposit. If we do not receive the signed and completed booking form with the required deposit payment within seven days of your reservation request, your reservation will automatically lapse.

If your stay starts within three months of the date you make your booking, you are required to pay the total price at the time of booking.

If your stay starts more than three months from the date you make the booking, you are required to pay a non-returnable deposit of one third of the cost of your stay (or £100 per booking, if greater) at the time of booking.

If you pay a deposit, the balance must be received at least three months before the beginning of the period booked. We do not undertake to remind you and if we do not receive the balance when due, we shall, with regret, cancel your booking and you will lose your deposit.

If booking 24 months or more ahead the prices have not yet been fixed for the period booked.

The deposit will be one third (or £100 per booking, if greater) of the current price for an equivalent period (not necessarily the same dates). Please note the deposit secures only the booking and not the price. In some cases prices may change considerably. The price will not alter if you pay in full at the time of booking (we may make specific exceptions to this).

Bookings must be for our normal booking periods and will not be for fewer than three days or for more than three weeks. In the case of bookings for more than one week, we provide linen and towels but no cleaning for each successive week.

Payment:

Payment of deposit due by BACS transfer (preferred). Bank details to be supplied within the provisional reservation email along with a reference to be used on all payments (date of arrival and surname).

Cheques to: Devon Historic Buildings Trust, 22 Clyst Heath, Exeter, Devon, EX2 7TA. All payments must be in sterling. Our prices include 20% VAT where appropriate. If VAT rates change, we reserve the right to amend our prices accordingly.

Key uplift instructions:

The key uplift instructions and the alarm codes will be sent to you at least two weeks before your arrival date.

Utilities:

All lighting and heating costs are included in the hire fee.

Ceremonies:

Small civil ceremonies may take place in the Palk Room below the apartment during the hire period, and the wedding party will have access to the roof terrace and the Lawrence Room.

However no bookings are taken for evening functions during your stay.

The time and date of any ceremonies will be notified to you with your key uplift instructions.

Public Opening:

The premises (excluding the apartment) are open to the public from each Sunday and Bank Holiday afternoons from March to October.

Occasional meetings may take place in the Palk Room from 9am-5pm.

The time and date of the public openings or meetings will be notified to you with your key uplift instructions.

Fireworks, Chinese sky lanterns, Firecrackers, Barbeques, Helium balloons:

No fireworks, Chinese or sky lanterns, helium balloons, firecrackers, barbeques (or other lights or candles or illuminations which have naked flames) shall be used in or let off from the property (including any part of the grounds). Infringement may result in civil or even criminal legal action being taken against you. Please do not let this happen.

Reserved rights:

Whilst the information in our literature, price list and website is correct at the time of publishing, we reserve the right to change any of the prices, services, or other particulars contained in published information at any time before we enter into a contract with you.

We have the right to update or change the terms and conditions within reason and without prior notice, in order to comply with both local council considerations and matters relating to health and safety.

Cancellation:

If you cancel a booking for any reason, you must notify us in writing by email or by post.

The following cancellation charges will apply:

All deposits are non-refundable

Up to 60 days before start date: 50% of the residue to be paid

59 to 30 days before start date: 75% of the residue to be paid
29 days or less to start date or early departure: 100% of the residue to be paid

We do not operate a cancellation insurance scheme and strongly recommend that you ensure that you have your own appropriate cover.

We can in some cases transfer bookings to a new date for a charge of £60, plus any additional rent, at the rate set in the current price list or on the website, provided this is requested no fewer than three months before the start of the holiday. If there is a surplus we will hold that against a future booking and will not refund it.

We will only cancel the booking if the Haldon Belvedere has to close in circumstances beyond its control. In such an event the Haldon Belvedere will refund any advance payment made, but will have no further liability to you and, we will not have any liability for travel costs incurred by you in relation to the booking.

We accept no liability for any works or activity of any sort occurring on any premises adjoining or neighbouring our property, nor shall we be responsible for making any enquiries about the likelihood of, or providing any information to you about, any such works or activity.

Access:

The Haldon Belvedere is unmanned but our housekeeping/maintenance team may be on the premises between 9am and 5pm.

In the unlikely event that access is required to the apartment during your stay, we will give you as much warning as possible, but there is no need for you to stay in, as they will be accompanied by a member of staff.

Cars:

All cars and vehicles are parked at your own risk. The Haldon Belvedere does not accept any responsibility for damage to, or theft from, or theft of, vehicles parked anywhere on Haldon Belvedere grounds or in the car park.

Care of an historic building:

Haldon Belvedere is a Grade II* Listed historic building of which we are duly proud. Owing to its historical nature we do not permit any alterations to the building including sticking, nailing, pinning or any other potentially damaging method for fixing anything to walls and woodwork. Penalty fees apply to anyone found misusing the building or causing damage.

Loss or damage:

When you book, you agree to indemnify us against all loss and damage arising (including more than normally and reasonably anticipated amounts of cleaning) directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any person accompanying you, and, without limitation of the foregoing to pay us forthwith upon written demand our costs in making good any such loss and damage and cleaning. Where we have to make a claim the amount involved will reflect the cost of making good damage to historic and architecturally important buildings and furniture. The cost may include work by specialist craftsmen.

Limitation of Liability:

Our liability to you and those accompanying you at the property is strictly limited to direct loss up to the amount paid by you on booking but this does not apply to our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation on our part;
- c) anything else for which liability may not at law be excluded.

We shall not be liable to you at all for any indirect or consequential loss, whether caused by negligence, breach of contract or otherwise. We are also not liable to you for any noise or disturbance from neighbours or other activities outside the property (including wildlife, agricultural and casual visitors to the grounds of the Belvedere).

We reserve the right to terminate a booking at any time if these conditions are not met in full.

Force Majeure:

Neither party shall have any liability under, or be deemed to be in breach of, this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance, and when they cease to do so.

Problems during your stay:

If you have any issues concerning the property during your stay you should notify our staff: Nick Turner, Jo Turner or Debbie Parnall (whose telephone numbers appear in the Information and Advice folder) as soon as possible. The Devon Historic Buildings Trust will not normally make any refunds in respect of complaints made after the customer's departure from the property if the customer did not make the complaint or problem known to the local contact during the stay. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and the chance to put matters right.