



The Estate Office, The Hyning Estate, Grayrigg, Kendal, Cumbria. UK. LA8 9BX  
+44 (0) 1539 824900  
office@TheHyningEstate.com  
www.TheHyningEstate.com

[www.TheHyningEstate.com](http://www.TheHyningEstate.com)

## TERMS & CONDITIONS OF BOOKING

Please read these terms & conditions carefully. By continuing with an online booking, and / or signing the completed booking summary form and / or paying the balance you are agreeing to these terms and conditions.

### 1. MANAGEMENT AND OPERATION

The Hyning Estate is Managed and Operated by:

Green Quarter Limited,  
The Estate Office,  
The Hyning Estate,  
Grayrigg,  
Kendal,  
LA8 9BX,  
Cumbria.

[Registered in England No: 05762566, VAT Registration No: 883 5651 87]

Telephone +44 (0) 1539 824900.  
Email [office@TheHyningEstate.com](mailto:office@TheHyningEstate.com).

### 2. TO MAKE A BOOKING

Bookings must be made by a responsible adult who will be staying for the duration of the booking and who will provide the Good Housekeeping Bond (see below).

Please check our website ([www.TheHyningEstate.com](http://www.TheHyningEstate.com)) or telephone our office on 01539 824900 or 01539 824807 to check availability and to book. We recommend the use of a debit card for payment both online or over the phone. We can also accept payments using credit cards.

We no longer accept cheques – please instead make payments using BACS or Internet Banking using our details as follows:

Sort Code:	40-51-62	Svenska Handelsbanken AB
Account:	62226476	Green Quarter Limited
Reference:	<i>Please use your booking reference number</i>	

International Payments:

IBAN           GB45HAND40516262226476  
SWIFT/BIC     HANDGB22

Prices are subject to change at any time; however once we have confirmed your booking the price will not change.

**3. VAT**

The prices quoted are in £ sterling and for the number of days stated. Electricity and heating are included. VAT is included in the quoted prices at the prevailing rate, currently 20%. VAT is due at the rate applicable on the payment due date. If the rate of VAT changes then the price of the holiday will change accordingly (up or down).

**4. CONTRACT, BOOKING AND PAYMENTS**

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This does not form a contract between us. A contract shall only arise when your booking is subsequently confirmed in writing via a letter of confirmation sent to you by post or email.

Bookings made by telephone will be confirmed by email or, if no email is provided, in writing by post. Where a booking is made within 7 days of arrival an email confirmation will be sent asking for a reply by email confirming your acceptance of the terms and conditions and booking details. As soon as you receive the written confirmation form, you must check it carefully. Any errors must be reported to us immediately.

In any event a booking is only accepted as a contract once a cleared non-refundable deposit is received in our bank account. The contract is between you and Green Quarter Limited. The booking is made by you personally and you accept that we cannot be liable for any business or consequential losses that you may incur. You must be over 18 years of age at the time of making your booking.

The deposit is 20% of the rental price.

We accept Payments made using Internet Banking, Visa Debit, Maestro, Visa Credit and MasterCard.

Full payment must be received at our office, 8 weeks prior to your arrival, or if you are booking within 8 weeks of your arrival date, full payment is required on booking. Funds must clear prior to your arrival.

Where a deposit is paid by credit/debit card, the company will upon the due date or the closest working day prior to it, unless instructions to the contrary are received from the person making the booking, automatically use the same card to take payment for the balance. Where the card used for the deposit expires upon or before the due date the company will require details of an alternative method of payment.

Note that where a price is quoted per week this will normally be for 7 nights. If a booking is made that straddles two price bands then your booking will be calculated pro rata to the number of nights falling within each band.

## 5. SHORT BREAKS

Short breaks can be arranged throughout the year but the minimum number of nights changes depending on the season, please telephone 01539 824900 or 01539 824807 to discuss your requirement or check our website for availability.

## 6. SPECIAL PRICES & DISCOUNTS

Only one special price, discount, occupancy rate or offer will apply per booking, where a number of offers are available the most advantageous price will be shown. This includes discounts for short breaks and late availability.

Where low occupancy discount restrictions apply: occupancy by up to 2 person (then only the master bedroom will be made up) occupancy by up to 4 persons (then 2 bedrooms - the master and one other pre-designated room will be made up).

Promotional vouchers cannot be used in conjunction with any other offer.

Special offers and discounts apply only to new bookings only and cannot be retrospectively applied to existing bookings.

We reserve the right to withdraw an offer/discount/promotion at any time prior to accepting your booking.

## 7. SINGLE SEX GROUPS OVER 4 PERSONS

Single sex-groups of more than 4 people will not be admitted unless prior arrangements have been made with us. Please contact us to discuss your requirements by email to [office@thehyningestate.com](mailto:office@thehyningestate.com) or by telephone on 01539 824900 or 01539 824807. **It is your responsibility to draw this to our attention BEFORE making a booking** and no refund will be given if you are turned away upon arrival.

## 8. THE "HYNING CARD" / GOOD HOUSEKEEPING BOND

A Good Housekeeping Bond of £250 **per property** (£500 for the linked properties "Hyning House" and "Beckside Barns") will be requested upon arrival. An additional Bond is also required for Single Sex Groups larger than 4 people and / or Larger Groups (of over 12 people in total), typically £1,000 in each case and agreed in advance on a case by case basis. We also reserve the right to refuse a booking.

In most cases no money will ever change hands as our preferred method for payment of the Bond is to use a credit/debit card and to pre-authorise it for the agreed amount for the duration of your stay, as is now common practice in most hotels, car hire etc. Pre-authorisation will occur upon arrival and subject to the terms and conditions below will be removed within 7-10 days following your departure. If paying the Bond by cheque we will require an additional, properly guaranteed, personal cheque to be lodged for this amount dated no more than 6 months prior to your departure date, which we will return within 14 days following your departure subject to the terms and conditions below.

The Hyning Estate operates a cashless system for purchasing drinks and other services. Purchases are made using your "Hyning Card(s)" which are issued to you on arrival and which must be returned on departure. Your account must be settled on departure.

Any amounts remaining unsettled on your "Hyning Card(s)" plus any breakages/damages will be deducted your Good Housekeeping Bond and an additional invoice raised should the bond be exhausted.

Where no liabilities are incurred, your pre-authorisation will be released within 10 days or if lodged by cheque this will be returned in full 14 days after your departure.

The good housekeeping bond must be received to enable occupation of the property. Failure to comply will negate the booking contract and you will be refused admission to the property. Consequently keys are only released on receipt of the bond details.

## **9. TRAVEL / CANCELLATION INSURANCE**

We strongly suggest that you take out travel / cancellation insurance if you are not already covered by an existing policy (or by paying using some credit cards).

You can get an instant quote and immediate cover online here:

<https://www.cancellationplan.co.uk/quote/>

Alternatively, call 02392 419042

Please note, when you enter the Cancellationplan website or telephone you will be dealing with P J Hayman & Company. Full terms and conditions of the cover can be found in the policy wording which is available from the Cancellationplan Insurance website. Cancellationplan is a trading name of travel insurance specialists P J Hayman & Company Limited who are authorised and regulated by the Financial Conduct Authority (Register number 497103).

## **10. TERMINATION**

We reserve the right to terminate a booking where a condition has been broken, or behaviour affecting other guests or neighbours is unacceptable. No refunds will be given in such circumstances.

## **11. CANCELLATION & FEES**

Cancellations must be made in writing. A confirmed booking is a legally binding commitment; you are advised to take out the relevant insurances to cover cancellation, illness, and cover of your belongings.

The booking total comprises of a 20% deposit paid when booking and an 80% balance due 8 weeks before arrival.

In the event of a cancellation by you then you may transfer your deposit to another booking if you do so more than 8 weeks before the start of the holiday, failing this it is lost. We will do this just once; if you cancel a second time then your deposit will be lost.

The balance is taken 8 weeks before the start of the holiday and if not paid is deemed as a cancellation. If you cancel between 4 weeks and 8 weeks before the start of the holiday will receive a refund of 50% of the balance payment paid.

The balance payment (less any refund already given and a £30 admin charge) will be refunded in full should we manage to re-let the property at the same rate; if not, we will offer you a 20% discount off another booking within the next 12 months.

## **12. CHANGES TO YOUR BOOKING**

All amendments to your booking must in the first instance be advised by telephone: 01539 824900 or 01539 824807. If it is at all possible to facilitate the requested change we will try to do so although we reserve the right to charge an administration fee payable at the time of the change of £30 per amendment.

In the unlikely event that we have to make changes to your confirmed booking (e.g. where a property requires major maintenance work), we will endeavour to make a suitable alternative booking in another property.

If it is not possible to find an alternative, we will refund all sums paid by you and will give you a 20% discount off your next booking. This will wholly satisfy our liability to you in such circumstances.

### **13. ARRIVAL / DEPARTURE**

Properties are available from 4.00pm on the date of arrival (5.00pm in the case of the linked properties "Hying House" and "Beckside Barns") and must be vacated **before** 10.00am on the date of departure. Properties are always spotlessly clean & well presented on arrival.

Notwithstanding the need to launder towels & bedding you should ensure that the property is handed back on time to a similar standard. If you leave late or excessive cleaning is required or if there are strong smells or stains on furnishings or scratches on furniture or walls then we reserve the right to make the appropriate deductions from your Housekeeping Bond.

### **14. OCCUPANCY**

The booking is restricted to the people named on the booking form unless otherwise agreed in writing. At no time should the overnight occupancy exceed the numbers stated in the property's details or on the booking form. There are important safety and insurance reasons for this.

With the exception of cots for infants, guests may not bring their own beds, double-up or have overnight guests sleeping on the floor.

The standard occupancy of each property (excluding infants in cots) is as follows:

Hall Beck Cottage – 6 people  
The Old Farmhouse – 6 people  
The Carriage House – 2 people + optional child or carer's bed in the bedroom  
The Tack Barn – 2 people  
The Bake House – 2 people  
The Old Forge – 4 people  
The Granary – 4 people

Linked Cottages:

Hying House – 12 people  
Beckside Barns – 8 people

Properties may have one or more double sofa or double pull-down beds which can increase the occupancy but which incur extra charges and do not form part of the standard rental and so are kept locked unless booked. Visit England grades are based on the standard occupancies above.

If you exceed the numbers on the booking form then we may refuse to allow you to take possession of the property or we may ask you leave before the end of the holiday if we find out later. If this happens then your holiday will be deemed to have been cancelled by you and you will not be entitled to a refund or any other compensation.

#### **15. LIMITED MOBILITY PROPERTIES**

The Carriage House has been selected as suitable for those who have limited mobility, this is due to the property having ground floor accommodation, wide doors, toilet grabs and a higher toilet seat. The Carriage House is not fully equipped for disabled use and it is up to the hirer to decide whether the property is suitable for their needs from the brochure description and by calling us. The Old Forge is all on ground level but it has no specific mobility enhancements.

#### **16. COTS / HIGH CHAIRS**

We have travel cots and high chairs available to book at no extra charge.

#### **17. TOWELS & LINEN CHANGES**

A bath and a hand towel are provided for each registered guest. Fresh Towels and Linen are provided mid-stay free of charge for guests staying 2 full weeks and again for extra full weeks. For guests staying for less than 2 weeks a mid-week change may be requested subject to an additional cost.

#### **18. PETS & GUIDE DOGS**

No pets are admitted. Guide dogs are allowed in The Carriage House & The Old Forge subject to prior arrangement.

#### **19. NOISE**

In consideration of other guests particularly in courtyard environments, please keep outside noise to a minimum before 8am and after 11pm especially when leaving or returning to the property.

#### **20. PARKING & BICYCLES**

Vehicles and Bicycles are parked at the owners' risk although any criminal activity may be caught on our CCTV systems. Bicycles or bike parts must not be taken into the properties.

#### **21. SMOKING**

No smoking is allowed in any of the properties or communal areas.

#### **22. ACCESS TO THE PROPERTY**

There may be occasions when we will require access to the property to carry out repairs, maintenance, photography, inspections etc. In all cases we will endeavour to inform you prior to your arrival.

#### **23. DAMAGE AND BREAKAGES**

All damage and breakages must be paid for. You are advised to take out holiday insurance to cover any damage / cancellation.

#### **24. COMPLAINTS**

You should report any difficulties you have during your stay as soon as possible. The Office is located on site and is generally open within working hours although we operate a different “weekend” to facilitate working on change-over days. You can notify us of difficulties at any time by sending an email to [office@TheHyningEstate.com](mailto:office@TheHyningEstate.com).

Complaints of a more significant nature must be made to us in writing within 7 days of your departure.

#### **25. FORCE MAJEURE**

Compensation payments will not apply where we cannot fulfil our obligations to our customer due to circumstances beyond our control. This would mean any event we cannot foresee with all due care, e.g. riots, war or threat of war, terrorist activity, civil strife, natural or nuclear disaster, industrial dispute, adverse weather conditions, fire epidemic or health risk and similar factors beyond our control.

#### **26. DATA PROTECTION & PRIVACY**

The Hyning Estate / Green Quarter Limited is committed to protecting and respecting your privacy. Our Privacy & Cookie policy sets out the basis on which any personal data we collect from you will be processed by us and can be found in full on our website at <http://www.thehyningestate.com/about/cookies>. For the purpose of the Data Protection Act 1998 ("the Act"), your data is being collected by Green Quarter Limited, The Estate Office, The Hyning Estate, Grayrigg, Kendal. LA8 9BX. If you wish to contact us, please use the details in Clause 1 above or at <http://www.thehyningestate.com/about/contact>.

By contacting us, using our services or visiting our website, which is owned and controlled by us (“our site”), you are accepting and consenting to the practices described in this policy unless you inform us otherwise.



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