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ACCOMMODATION & SERVICES TERMS AND CONDITIONS

These Terms and Conditions (“Conditions”) apply to bookings for accommodation and other services provided by Stone House Estate Partnership at The Stone House Estate, Rushlake Green, Heathfield, East Sussex, TN21 9QJ.

Please read these Conditions carefully before making a Booking.

Where your Booking includes a wedding, private event, function or other venue hire, additional terms may apply under a separate Wedding & Event Hire Agreement. That agreement and these Conditions shall be read together. Where there is any conflict between them, the specific terms of the Wedding & Event Hire Agreement or Booking Confirmation shall take precedence to the extent of that conflict.

Your attention is particularly drawn to the provisions relating to cancellation, damage, additional charges and liability.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions:

Accommodation means bedrooms, suites, houses or other overnight accommodation provided by us as specified in your Booking Confirmation.

Booking means a confirmed reservation for Accommodation and/or Services at Stone House.

Booking Agreement means any separate written agreement entered into between you and us in connection with a Booking, including a Wedding & Event Hire Agreement.

Booking Confirmation means the written confirmation, quotation, invoice or other document issued by us confirming the particulars of your Booking.

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Business means any business, trade, craft or profession carried out by you or any other person or organisation.

Client/you/your means the person or persons making the Booking and entering into the contract with us. Where more than one person enters into the Booking, each person is responsible for complying with these Conditions.

Company/we/us/our means Stone House Estate Partnership, Stone House, Rushlake Green, Heathfield, East Sussex, TN21 9QJ.

Consumer means an individual purchasing Accommodation or Services wholly or mainly for purposes outside their trade, business, craft or profession.

Estate means The Stone House Estate, Rushlake Green, Heathfield, East Sussex, TN21 9QJ, including Stone House, its grounds, gardens, outbuildings and other areas made available as part of a Booking.

Guest means any person attending or staying at the Estate in connection with your Booking.

Rate means the price payable for Accommodation or Services.

Services means Accommodation and any other facilities, food, beverages, private hire, events, functions, activities, equipment or services provided or arranged by us in connection with your Booking.

1.2 Interpretation

References to legislation include that legislation as amended or replaced from time to time.

Words following “including”, “includes” or similar expressions are illustrative and do not limit the words preceding them.

Words in the singular include the plural and vice versa.

References to “writing” or “written” include email.

2. BOOKINGS AND RESERVATIONS

2.1 Bookings may be made directly with Stone House by telephone, email, in person or through any booking method made available by us.

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2.2 When making a Booking, you must provide accurate information reasonably required by us, which may include your name, address, telephone number, email address and details of the Guests included within the Booking.

2.3 A request for Accommodation or Services does not constitute a confirmed Booking.

Your Booking becomes binding when we confirm it in writing and any deposit or other payment required to secure the Booking has been received in cleared funds.

The applicable deposit and payment requirements will be stated in your Booking Confirmation or Booking Agreement.

2.4 Payment Details

We may require valid credit or debit card details or another agreed method of payment as security for your Booking.

Where card details are provided and securely held by our payment provider, you authorise us to use that card for sums which become properly due under your Booking and these Conditions, including Accommodation charges, agreed additional Services, food and beverages, additional cleaning, damage, missing items and other charges incurred by you or your Guests.

Where reasonably practicable, we will notify you of any additional charge before taking payment.

2.5 You are responsible for checking your Booking Confirmation and notifying us promptly if any information is incorrect.

2.6 Any request to change your Booking is subject to availability and our written agreement.

A change is not confirmed until we have accepted it in writing.

A change to the date, duration, number of Guests, Accommodation or Services may result in a change to the price.

2.7 Requests for additional nights, rooms or Services may be made before or during your stay. All additions are subject to availability and applicable Rates and become part of your Booking once accepted by us.

2.8 Where a separate Booking Agreement applies to a wedding, event, function, exclusive-use hire or other Service, that Booking Agreement forms part of the contract between you and us.

If there is any conflict between these Conditions and the specific terms contained in your Booking Agreement or Booking Confirmation, the specific terms shall take precedence to the extent of that conflict.



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3. PRICES, DEPOSITS AND PAYMENT

3.1 The price of your Booking and the Services included will be set out in your Booking Confirmation.

Unless stated otherwise, prices include VAT at the prevailing rate where applicable.

3.2 Accommodation Rates include only those items expressly stated in your Booking Confirmation. Where breakfast or any other Services are included, these will be confirmed as part of the Booking.

3.3 Additional charges may apply for Services not included within the original Booking, including food, beverages, additional Accommodation, additional staffing, extended hours, equipment and other Services requested or incurred during the Booking.

3.4 Unless different payment terms are stated in your Booking Confirmation or Booking Agreement, a non-refundable deposit of 25% of the total Booking price is payable at the time of Booking.

The Booking is not secured until the required deposit has been received in cleared funds.

3.5 For Accommodation-only Bookings, unless otherwise agreed in writing, the outstanding balance is due six (6) weeks before the scheduled arrival date.

Where a Booking is made six weeks or less before arrival, the full Booking price is payable at the time of Booking.

3.6 For weddings, events, functions or other Bookings subject to a separate Booking Agreement, the payment schedule specified in that Booking Agreement will apply.

3.7 Where a promotional or special Rate requires payment in full at the time of Booking, this will be made clear before the Booking is confirmed.

Any specific cancellation conditions applying to that Rate will be stated in the Booking Confirmation.

3.8 Payment may be made by bank transfer or another payment method agreed by us.

3.9 If any payment is not received by its due date, we may contact you requesting payment and specify a reasonable period in which the outstanding amount must be paid.

If payment remains outstanding, we may suspend Services or, where the failure is sufficiently serious, cancel the Booking in accordance with these Conditions or any applicable Booking Agreement.

3.10 Rates may change from time to time. Once a Booking has been confirmed, the agreed Rate for the Accommodation or Services expressly included in that Booking will not be increased unless:



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- a. the Booking Confirmation or applicable Booking Agreement expressly provides otherwise;
- b. you subsequently change your Booking or request additional Services; or
- c. a change in law or taxation requires us to alter the amount charged.

Prices for Services selected or confirmed at a later date will be charged at the applicable price when those Services are confirmed, unless we have agreed otherwise in writing.

4. CANCELLATIONS, CHANGES AND POSTPONEMENTS

4.1 The cancellation terms applicable to your Booking will be those contained in this clause unless different cancellation terms are expressly stated in your Booking Confirmation or applicable Booking Agreement.

Where specific cancellation terms have been agreed, those terms shall take precedence.

4.2 Accommodation-Only Bookings

Where no separate cancellation terms have been agreed, the following cancellation terms apply to Accommodation-only Bookings:

- a. More than three (3) months before arrival:

The 25% booking deposit is non-refundable and will be retained. No further cancellation charge will be payable.

- b. Between six (6) weeks and three (3) months before arrival:

50% of the total Booking price is payable. Any deposit or other payments already made will be credited towards this amount.

- c. Six (6) weeks or less before arrival:

100% of the total Booking price is payable.

4.3 All cancellations must be made in writing.

Cancellation will take effect on the date on which we receive your written cancellation notice.

4.4 If you fail to arrive for your Booking without cancelling it in accordance with the applicable cancellation terms, the Booking will be treated as cancelled and 100% of the total Booking price will remain payable.

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4.5 If you wish to move or postpone your Booking, any alternative date is subject to availability and our written agreement.

We are not obliged to transfer a Booking to another date.

Where we agree to a postponement or date change, the Booking may be subject to the Rates and terms applicable to the revised date. We will confirm any change in writing.

4.6 Weddings and Events

Where the Booking is subject to a Wedding & Event Hire Agreement, the cancellation and postponement provisions contained in that agreement will apply instead of clause 4.2.

5. CANCELLATION OR CHANGES BY STONE HOUSE

5.1 We may cancel or terminate a Booking where:

- a. you fail to make a payment when due and do not remedy that failure within the reasonable period specified by us;
- b. you or your Guests seriously or repeatedly breach these Conditions;
- c. continuing the Booking would place our staff, Guests, property, premises licence or operation at material risk; or
- d. we are unable to provide the Booking due to circumstances beyond our reasonable control.

5.2 Where we need to make a reasonable operational change to your Accommodation or Services, we will endeavour to provide a suitable alternative of an equivalent standard where possible.

5.3 Where we cancel a Booking for reasons which are our responsibility and which are not caused by you, your Guests or circumstances beyond our reasonable control, we will refund payments made to us for Services we are unable to provide.

This does not affect your statutory rights.

6. ARRIVAL, CHECK-IN AND DEPARTURE

6.1 Unless otherwise stated in your Booking Confirmation, Accommodation is available from 14:00 on the date of arrival.



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6.2 We may request reasonable proof of identity from the person responsible for the Booking.

6.3 Unless otherwise agreed in writing, Accommodation must be vacated by 11:00am on the date of departure.

6.4 Early arrival or late departure is subject to availability and prior agreement and may incur an additional charge.

6.5 Where a Booking includes an event, exclusive-use hire or other arrangement with different access or departure times, the times specified in the applicable Booking Confirmation or Booking Agreement will apply.

7. ACCOMMODATION AND OCCUPANCY

7.1 Only registered or agreed Guests may occupy the Accommodation.

7.2 The maximum occupancy specified for each bedroom or other Accommodation must not be exceeded unless agreed by us in advance.

7.3 You must not transfer, resell or sublet your Booking or Accommodation without our prior written consent.

7.4 We reserve the right, where reasonably necessary for operational, maintenance or safety reasons, to change a room allocation.
Where possible, alternative Accommodation will be of an equivalent or better standard.

7.5 You are responsible for ensuring that all Guests included within or attending in connection with your Booking are made aware of and comply with the relevant provisions of these Conditions.

8. SECURITY DEPOSITS, DAMAGE AND ADDITIONAL CHARGES

8.1 We may require a refundable security deposit where specified in your Booking Confirmation or Booking Agreement.

The amount, payment date and anticipated return period will be stated in the applicable Booking documentation.

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8.2 You are responsible for loss or damage to the Estate, Accommodation, furniture, fixtures, fittings, equipment or other property caused by you or your Guests, except to the extent caused by fair wear and tear or by us.

8.3 Reasonable deductions may be made from a security deposit for matters including:

damage to the House, Estate, Accommodation, furniture, fixtures or equipment; missing or broken items; excessive cleaning; unauthorised smoking or vaping; additional waste removal; damage caused by Guests, children or animals for whom you are responsible; and other reasonable costs resulting directly from a breach of your Booking or these Conditions.

8.4 Where reasonably practicable, we will provide details of deductions made from a security deposit.

8.5 A security deposit does not limit your liability.

Where the reasonable cost of rectifying loss or damage exceeds the security deposit, you remain responsible for the additional amount.

8.6 Where no security deposit has been taken, or where charges exceed the security deposit, we may invoice you or, where authorised under clause 2.4, charge the payment method held for the amount properly due.

9. HOUSE AND ESTATE RULES

9.1 You and your Guests must behave reasonably and responsibly and must not cause unreasonable disturbance, nuisance, danger or damage to the Estate, our staff, other Guests or neighbouring properties.

9.2 Smoking and vaping are prohibited inside Stone House, all Accommodation and all other buildings.

Smoking is permitted only within designated outdoor areas.

9.3 You and your Guests must not:

- a. bring dangerous, hazardous or unlawful materials onto the Estate;
- b. tamper with fire alarms, emergency equipment or safety systems;



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- c. use electrical or cooking equipment likely to create a fire or safety risk without our permission;
- d. remove, damage or destroy Estate property;
- e. attach anything to walls, ceilings, furniture or historic features without our permission;
- f. use the Estate for any unlawful purpose; or
- g. unreasonably prevent or interfere with our staff carrying out necessary housekeeping, maintenance, safety or operational duties.

9.4 Stone House is a historic country property and includes uneven surfaces, steps, staircases, gravel pathways, lawns, varying ground levels, water and natural countryside features.

Guests must take reasonable care when moving around the House, grounds and Estate.

9.5 The Estate includes areas of deep water. Swimming in the lake is strictly prohibited. Children and animals must be appropriately supervised around water at all times.

9.6 We may require any Guest whose conduct presents a serious risk to people, property, licensing requirements or the reasonable enjoyment of others to leave the Estate. Where reasonably necessary, we may terminate the affected Booking for a serious breach of these Conditions.

10. CHILDREN AND PETS

10.1 Children must be supervised by a responsible adult at all times while on the Estate.

10.2 Children under the age of 12 must not be left unaccompanied upstairs in Stone House or within any upstairs Accommodation or other upstairs area under any circumstances.

10.3 Parents, guardians or the responsible accompanying adult remain responsible for the safety, conduct and supervision of children in their care at all times.

10.4 Any restrictions applying to particular rooms or areas of the Estate must be observed.



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10.4 Dogs or other pets are permitted only by prior agreement.
Assistance dogs are welcomed in accordance with applicable law.

10.5 Where a pet has been agreed, the person responsible for the Booking must ensure that the animal is appropriately supervised and does not cause damage, nuisance or unreasonable disturbance.

Unless otherwise agreed, pets must not be left unattended in the Accommodation.

11. FOOD, DRINK AND ADDITIONAL SERVICES

11.1 Food and beverages are included only where expressly stated in the Booking Confirmation.

11.2 You must inform us in advance of any allergies or dietary requirements of which you are aware.

We will take reasonable care when preparing and serving food. However, food is prepared in an environment where allergens may be present and shared equipment may be used, and we cannot guarantee an entirely allergen-free environment.

11.3 Outside food and drink may not be brought onto or consumed within the House or Estate unless expressly agreed by us in advance.

11.4 Where catering is required for an event or function, any additional requirements contained within the applicable Wedding & Event Hire Agreement or Booking Confirmation will apply.

11.5 Alcohol may only be supplied and consumed in accordance with our premises licence and any requirements notified by us.

12. EXTERNAL SUPPLIERS

12.1 Any external supplier, contractor or service provider attending the Estate in connection with your Booking must be approved by us in advance where required.

12.2 We may require suppliers to provide appropriate public liability insurance, licences, qualifications, risk assessments or other documentation relevant to the services they are providing.

12.3 Unless we have contracted directly with the supplier ourselves, the supplier remains independently responsible for the services they provide.



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12.4 Additional supplier requirements applying to weddings, events or functions may be contained within the applicable Wedding & Event Hire Agreement or Booking Confirmation.

13. PARKING, VEHICLES AND PERSONAL PROPERTY

13.1 Parking is available only within areas designated by us and may be subject to availability, weather and ground conditions.

13.2 Vehicles and their contents remain the responsibility of their owners.

We will not be responsible for loss of or damage to vehicles or their contents except where caused by our negligence or where liability cannot lawfully be excluded.

13.3 Guests are responsible for their personal belongings.

We will not be responsible for loss of or damage to personal property except where caused by our negligence or where liability cannot lawfully be excluded.

13.4 Lost property found following departure may be retained for a reasonable period before being disposed of or donated.

14. ACCESSIBILITY

14.1 Stone House is a historic property and some areas have steps, stairs, uneven surfaces and other physical access limitations.

If you or a Guest has particular accessibility requirements, please discuss these with us before confirming your Booking so that we can explain the relevant facilities and consider any reasonable arrangements that may be available.

15. CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL

15.1 We will not be responsible for a failure or delay in performing our obligations where that failure or delay results from circumstances beyond our reasonable control.

Such circumstances may include severe weather, flood, fire, utility failure, epidemic or pandemic, government restrictions, acts of terrorism, civil emergency or other comparable events beyond our reasonable control.

15.2 Where such circumstances affect your Booking, we will take reasonable steps to minimise the impact and, where appropriate, discuss reasonable alternatives with you.



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15.3 Nothing in this clause affects any rights or remedies which cannot lawfully be excluded.

16. LIABILITY

16.1 Nothing in these Conditions excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

16.2 Consumers

Where you are a Consumer, we are responsible for foreseeable loss or damage caused by our breach of these Conditions or our failure to exercise reasonable care and skill.

Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us when the Booking was made.

We are not responsible for loss or damage which is not foreseeable.

16.3 We provide Accommodation and Services to Consumers for private use. We will not be responsible for business losses suffered by a Consumer, including loss of profit, revenue, business or commercial opportunity.

16.4 Business Bookings

Where you are acting wholly or mainly in the course of a Business, subject to clause 16.1 and to the extent permitted by law, we will not be liable for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of or damage to goodwill; or
- f. indirect or consequential loss.

16.5 For Business Bookings, subject to clause 16.1 and to the extent permitted by law, our total liability arising from the Booking shall not exceed the total amount paid or payable to us for that Booking.



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17. COMPLAINTS

17.1 If you experience a problem during your stay or while receiving Services, please tell a member of the Stone House team as soon as reasonably possible so that we have an opportunity to address it.

18. CHANGES TO THESE CONDITIONS

18.1 The version of these Conditions supplied or made available to you when your Booking is confirmed will apply to that Booking.

18.2 We may update these Conditions from time to time for future Bookings. We will not retrospectively apply a material change to an existing Booking unless required by law or expressly agreed with you.

19. GENERAL

19.1 No Waiver

If we do not immediately enforce any right under these Conditions, this does not mean that we have waived that right.

19.2 Severance

Each provision of these Conditions operates separately.

If any provision is found to be unlawful or unenforceable, the remaining provisions will continue in full force and effect.

19.3 Entire Agreement and Additional Booking Terms

These Conditions, together with your Booking Confirmation and any applicable Booking Agreement, constitute the contractual terms applying to your Booking.

Where an applicable Booking Agreement or Booking Confirmation contains specific terms which conflict with these general Conditions, those specific terms will take precedence to the extent of that conflict.

20. GOVERNING LAW AND JURISDICTION

20.1 These conditions and any contract between you and us are governed by the laws of England and Wales.



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20.2 If you are a Consumer, you retain any rights you have under applicable law concerning the courts in which proceedings may be brought.

Where you are acting wholly or mainly in the course of a business, the courts of England and Wales shall have jurisdiction, unless otherwise agreed in writing.