

# BECK & TARN LTD. TERMS & CONDITIONS

Thank you for booking with Beck & Tarn Ltd, a company incorporated in England and Wales under company number 13248783 and whose registered office is located at Fifteen Montgomery Way, Rosehill Industrial Estate, Carlisle, CA1 2RW. We aim to make your booking and your stay with us as easy and comfortable as possible. If you have any questions or need any assistance, please contact us via email at [info@beckandtarn.com](mailto:info@beckandtarn.com)

When you make a booking with Beck & Tarn Ltd, you are entering into a contract with us. Please carefully read our terms and conditions below which will govern the contract between us.

## 1. MAKING A BOOKING

You must be 18 years of age or over to book accommodation (“holiday properties”, or “holiday apartment”) and stay at a Beck & Tarn property. The person making the booking will assume responsibility for your whole party and will ensure that they comply with these Terms and Conditions. Any disputes or queries will be between you, as the accommodation booker, and us.

All bookings via our online reservation system are provisional until you receive confirmation from us via email. To secure your booking a non-refundable deposit of 30% (or full payment) of the cost of your stay is required. Bookings must be paid in full 8 weeks before your arrival date. If your booking is less than 8 weeks from the date of your stay the full cost of your stay is required at the time of booking.

If the balance is not paid by the due date Beck & Tarn reserves the right to re-let your accommodation and retain the deposit.

The availability of holiday properties at Beck & Tarn is shown online. Beck & Tarn uses its reasonable endeavours to ensure that the dates the holiday properties are available are updated frequently but some errors may occur. In the unlikely event of a double booking following our issue of a Booking Confirmation we will notify you as soon as possible. In such instance, we reserve the right to cancel the Contract with you, without liability and will refund all monies received from you. When you submit a booking and payment via our online reservation system of a holiday property (the Booked Accommodation) you will be requested to read and accept these terms and conditions of booking (Terms and Conditions). These Terms and Conditions apply to any bookings made by you – you should print a copy of them or save them to your computer for future reference. Please read these Terms and Conditions carefully and make sure that you understand them before making a booking. If you refuse to accept these Terms and Conditions, you will not be able to make a booking with us.

Once you have made a booking, you will receive an automatically generated booking confirmation and payment summary via email to the email address you

provided at the time of booking. This booking confirmation email (the Booking Confirmation) forms a legally binding contract between you and Beck & Tarn at the time the booking confirmation is sent by Beck & Tarn to you (which may be different to the time it is received by you) (the Contract).

The prices featured on our website ([www.beckandtarn.co.uk](http://www.beckandtarn.co.uk)) are not binding. We reserve the right to modify these prices at any time. The price stated on your Booking Confirmation email is binding.

Beck & Tarn reserves the right, at all times, without statement of reasons, to refuse or cancel a booking. Please see section 5 below for more details on Changes, Cancellations and Refunds.

The booking is granted by Beck & Tarn to you for the holiday period stated in the Booking Confirmation. It is not intended to create a relationship of Landlord and Tenant between Beck & Tarn and you. You are granted the right to occupy the Booked Accommodation for the holiday period specified in the Booking Confirmation only and have no right to remain in the Booked Accommodation after this time. You shall not be entitled to any statutory security of tenure.

Only the number of persons detailed on the Booking Confirmation may stay at the Booked Accommodation. Any changes in the party size should be notified in advance of the holiday and in no circumstances are guests to exceed the stated capacity of the accommodation.

## 2. CANCELLATIONS

You have a right to cancel the Contract within 14 days from the date of the Booking Confirmation (i.e. the date on which we e-mail you to confirm our acceptance of your booking), which is when the Contract between us is formed. This means that if during that period you change your mind or decide for any other reason that you do not want to keep or continue with your booking, you can notify us of your decision to cancel the Contract and you will receive a full refund of all prior sums paid by you to us. This right will not apply where you book accommodation within 14 days of the holiday start date and all monies paid shall be retained in accordance with clause 6 below.

To cancel a Contract, you just need to let us know that you have decided to cancel. To do this, e-mail us at [info@beckandtarn.co.uk](mailto:info@beckandtarn.co.uk). When you are e-mailing us please include details of your booking to help us to identify it. When you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail. For example, you will have given us notice in time as long as you get your e-mail to us before midnight on that day.

If you cancel your Contract we will refund you any monies we have received to date in connection with your booking as soon as possible and in any event within 14 days after you inform us of your decision to cancel the Contract. We will refund you on the credit card or debit card used by you to pay us.

If you cancel the booking, outside the 14 day period mentioned at the start of this clause, then the terms set out in clause 6 will apply.

Beck & Tarn has the right to cancel the Contract immediately during the booking in the event that you cause damage to the Booked Accommodation or any other property on the Site or you cause nuisance to any third party. No refund will be due to you in these circumstances.

We do not provide cancellation insurance. It will be your responsibility to take out such insurance if required by you and we recommend that you do so.

The terms set out in this clause do not affect any statutory rights which you have as a consumer. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

### 3. DATA

Any data gathered during the course of this booking may be held only for the purposes of dealing with your booking. Please refer to our Privacy Policy for full details – this is available on our website ([www.beckandtarn.co.uk](http://www.beckandtarn.co.uk)) or by request.

### 4. ARRIVAL & DEPARTURE TIMES

Your accommodation will be ready by 4pm on the day of arrival, and must be vacated by 10am on the day of departure.

On your arrival to the Booked Accommodation, you are advised to check and report any shortcomings, damage or missing items immediately to both [hello@beckandtarn.com](mailto:hello@beckandtarn.com) and [info@beckandtarn.com](mailto:info@beckandtarn.com) so that the matter can be remedied. No claim can be considered for such matters not so notified and any damage or missing items will be deemed to have occurred during your period of occupation and you will be solely responsible for the rectification costs. In the case of Riverside Park Apartments, all keys must be returned at the end of occupation of the Booked Accommodation on the holiday end date otherwise a £20 charge per key will be charged. This will be deducted from the damages deposit paid by you.

### 5. PRICES & PAYMENT

The price includes accommodation plus any additional extras chosen at the time of booking. We accept the following forms of payment: Stripe Credit or Debit Card Payment, Stripe is a third party secure payment processor and a deposit of 30% will be taken at the time of booking, the balance remaining is due 60 days before your stay and in the absence of payment will be debited from your credit or debit card 8 weeks before your stay. By making a booking via our online system you are authorising Beck & Tarn to debit the credit or debit card provided to us in the booking form for the amount stated as being required at that date and for any subsequent payments due at any later dates.

If your card is due to expire ahead of your final payment being taken, please contact us to arrange alternative payment.

If the final payment is not paid by the due date, Beck & Tarn reserves the right to retain your deposit and re-let the accommodation (please see clause 6 below).

Bookings are deemed provisional until you receive the Booking Confirmation.

Any card details provided to us on a booking form will be destroyed within 20 working days of the end of your stay or the date the booking or Contract is cancelled by you or Beck & Tarn.

## 6. CHANGES, CANCELLATIONS & REFUNDS

If you need to change or cancel the Contract please contact us immediately at [info@beckandtarn.com](mailto:info@beckandtarn.com) or by phone on 07899 792220.

Once the Contract is formed any deposit you may have paid is non-refundable except as set out in these Terms and Conditions. Once full payment has been made, you will not qualify for a refund if you wish to cancel your booking (except as set out in this clause).

Should you wish to make a change to your confirmed booking, this is possible up to 8 weeks prior to your holiday start date. An administration fee of £50 is payable for any changes.

If you cancel within 8 weeks of your arrival date, we will endeavour to re-let your accommodation. If we are unable to do so, then regretfully we will be unable to refund any monies paid. Should you cancel prior to this date, we will refund any monies paid, less your non-refundable deposit, or reschedule your stay for another date. An administration fee of £50 will be charged in this instance. In the event of rescheduling for another date, no reduction will be offered if the alternative date is at a cheaper rate however further payment will be required to reschedule the booking to a more expensive date.

If you are unable to travel due to personal illness, our cancellation policy will apply.

In the unlikely event that we need to cancel your holiday, we shall inform you as soon as possible and refund all monies paid to us, by you within 14 days. In unexceptional circumstances, and if cancelling your booking for reasons beyond our control, we would offer you alternative accommodation or an alternative date prior to issuing a refund.

If Government policies restrict travel and you are unable to travel to stay with us, you will have the option to postpone your stay to a later date (subject to any differences in price applicable for the new dates) or receive a full refund.

For additional protection, we strongly recommend that you have appropriate holiday insurance cover in place or take out third party cancellation insurance. This insurance policy is inexpensive and can be obtained independently from most insurance brokers.

## 7. GUEST BEHAVIOUR & NOISE

It is important to us that all our guests enjoy a relaxing stay with us. We politely ask that you are respectful and understanding of other guests.

After 10pm, we politely request that music and other noise is kept to a respectful level.

In exceptional circumstances, we reserve the right to ask your party to leave your Booked Accommodation and Site if there is repeated noise after having received two warnings. As you will have breached the terms of your Contract with us, no refunds will be forthcoming.

#### 8. CLEANING, DAMAGE & BREAKAGES

Please leave your accommodation tidy and in the same state of cleanliness and general order in which it was found. Please let us know if anything gets broken so we can replace it for our next guest. Accidents happen and we will only charge for replacements in exceptional circumstances, as we expect a fair degree of wear and tear. If the damage is directly attributable to the guest, then we reserve the right to request payment to cover all damages incurred directly during your stay.

We request the payment of a damages deposit. The damages deposit will be payable with your final balance payment under clause 5. The damages deposit will be applied against the reasonable costs of miscellaneous repairs to and/or replacement of and/or additional cleaning of furnishings, kitchen equipment, crockery, glass, keys, bedding and towels damaged or soiled otherwise than by usual wear and tear during the period of the Booking by you or other members of your party.

The balance of the damages deposit will be returned to you within 7 working days of your departure date. Where such costs exceed the damages deposit held by us, you agree to pay such excess to within 14 days of being notified to do so.

All cleaning, under normal circumstances is included as part of your stay. If additional cleaning is required, including washing up, additional cleaning of the interior or fixtures and fittings then Beck & Tarn reserves the right to charge for this work at a rate of £15 per hour. Beck & Tarn reserves the right to deduct this from the damages deposit, prior to the return of the balance of it in accordance with this clause.

Guests will be charged for any item(s) that are removed or lost from the accommodation.

You will ensure that on leaving the Booked Accommodation at any time during your stay that all doors and windows are locked and secure.

#### 9. DOGS

Well behaved dogs are permitted in a small number of apartments at an additional cost. In such cases a maximum of one dog per apartment is permitted.

#### 10. SMOKING

Smoking is not permitted in any apartment or part of communal areas.

#### 11. CANDLES

Candles and tea lights are not permitted in your Booked Accommodation.

#### 12. BBQ

BBQs are not permitted on balconies or land surrounding apartment buildings

#### 13. SERVICE UTILITIES & BREAKDOWNS

Should there be a failure in a utility service (e.g. water, heating, electricity, sewerage) please notify Beck & Tarn management immediately via [hello@beckandtarn.com](mailto:hello@beckandtarn.com) and [info@beckandtarn.com](mailto:info@beckandtarn.com) or 07899 792220 and we will aim to restore the service as quickly as possible.

However, should any utility service failure extend beyond a 12-hour period from notification, for your health and safety reasons you will be asked to leave the accommodation and your accommodation fee for the duration lost will be fully refunded or you will be offered to re-book for another time, subject to availability.

In the unlikely event that there is a problem with the Booked Accommodation or any item contained within it please notify reception as soon as possible.

We will use every effort to ensure that any problems are fixed as soon as possible. Please do not attempt to effect repairs of any items yourself.

#### 14. RECYCLING & THE ENVIRONMENT

We have provided communal recycling bins for recyclable waste outside the rear of the Howe Keld apartments and there are public recycling facilities in the car park adjacent to Riverside Park apartments. We ask that you recycle as much as possible to reduce your stay's impact on the environment.

#### 15. HEALTH & SAFETY

Please take time on your arrival to familiarise yourself with the location of the fire exit and fire procedures in your building.

#### 16. PERSONAL PROPERTY

Beck & Tarn will not be held responsible for any loss or damage to any property on Beck & Tarn premises. Vehicles, accessories and contents are left at the owner's risk. It is recommended that your holiday insurance covers loss or damage to personal effects.

Any personal property left at the Booked Accommodation will be given to a local charity shop or recycling centre unless you have proof of ownership and have made arrangements to collect the property from us.

You agree to notify Beck & Tarn if you find any items left in the Booked Accommodation by a previous occupier.

#### 17. ACCESS, CARS & PARKING

For guests arriving by car, you will receive parking information prior to your arrival. Please take time to familiarise yourself with this. If your accommodation includes on site parking, please park considerately of other guests.

## 18. BUILDING WORKS

Occasionally building or repair works are required on the Site but Beck & Tarn will endeavour to keep any disruption to a minimum.

## 19. ADVERTISING

We make every effort to ensure that the details contained on our website and in any advertising is accurate. You must check all material details about the accommodation you wish to book prior to booking. We will not accept any liability or responsibility for any inaccurate or misleading information or details given by us in relation to properties advertised on our website other than where we have been negligent.

## 20. OUR LIABILITY

Use of the Booked Accommodation and the Site is entirely at your risk. Save as set out in these Terms and Conditions, we shall have no liability for death or personal injury to any person staying at the Booked Accommodation or Site or for any loss or damage to your belongings, including but not limited to any vehicle and its contents, unless this results from our negligence or fraud.

If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.

We only take bookings from consumers for domestic and private use. You agree not to use the Booked Accommodation for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Beck & Tarn does not in any way exclude or limit our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); (iv) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and (v) defective products under the Consumer Protection Act 1987; and (vi) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability for.

## 21. FORCE MAJEURE AND EXTREME WEATHER

Beck & Tarn holds no responsibility for guests who are unable to attend their booking due to extreme weather or traffic conditions (e.g. pandemics, snow, flooding, high winds, road traffic accidents/congestion, train delays, etc.). If a guest is unable to reach the holiday property due to adverse weather conditions or travel issues, you will lose your full payment and an alternative date will not be offered.

Beck & Tarn accepts no liability for events prior to or during your stay beyond its

control, e.g. destruction of property due to flood, fire, earthquakes or acts of nature; or if the property becomes uninhabitable due to irreparable damage or on Health & Safety grounds that could not reasonably have been foreseen. In such instances, refunds will be at the discretion of Beck & Tarn.

Please ensure you have full holiday/ travel insurance to cover such eventualities.

If we make the decision to cancel your stay for safety reasons due to extreme weather (snow or high winds), we will offer you an alternative date, subject to availability.

## 22. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We amend these Terms and Conditions from time to time. Please look at the bottom of this page to see when these Terms and Conditions were last updated and which terms were changed.

Every time you make a booking with us for accommodation, the Terms and Conditions in force at the time of your booking will apply to the Contract between you and us.

We may revise these Terms and Conditions as they apply to your booking from time to time to reflect any changes in relevant laws and regulatory requirements or in order to correct any errors or omissions subject to them being minor and not materially affecting the Contract.

If we have to revise these Terms and Conditions as they apply to your booking, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel in respect of the affected booking. If you opt to cancel, we will arrange a full refund of the price you have paid to us.

## 23. COMPLAINTS

We hope you have an enjoyable stay at the Booked Accommodation but if you do have a complaint it is essential that you report it immediately to either us so that we can do our best to resolve it. We cannot accept claims for compensation after your departure date as it is no longer possible to investigate the problem after that date and take remedial action.

## 24. OTHER IMPORTANT TERMS

Nothing in these Terms and Conditions affects your statutory rights.

In these Terms and Conditions:

- a) clause headings shall not affect the interpretation of these Terms and Conditions.
- b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.



- d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- e) a reference to any party shall include that party's personal representatives, successors and permitted assigns.
- f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- h) a reference to writing or written includes e-mail.

We may transfer our rights and obligations under a Contract to another person, but this will not affect your rights or our obligations under the Contract to you. We will always notify you by posting on this webpage if this happens.

You may only transfer your rights or your obligations under the Contract to another person if we agree in writing.

This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Each of the clauses and paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clause and /or paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

If you are a consumer, please note that these Terms and Conditions are governed by English law. This means a Contract for the holiday rental of accommodation through our website and any dispute or claim arising out of or in connection with it will be governed by English Law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

*Last updated: 04/10/2022 by JS @ Beck & Tarn Ltd*