



## BOOKING TERMS AND CONDITIONS

These Booking Terms and Conditions form the basis of your contract with us, so please read them carefully before booking your holiday. Nothing in these Booking Terms and Conditions affects your normal statutory rights.

Your contract is with Mr Brian and Mrs Gill Shacklock (“we”, “us” and “our”) for the property known as The Cowshed at Cold Oak Farm (“the property”). References to “you” or “your” relate to the person making the booking, all members of the holiday party and anyone visiting the person making the booking or other members of the holiday party.

The construction, validity and performance of these Booking Terms and Conditions are governed by the law of England and the parties submit to the exclusive jurisdiction of the English Courts. You agree that the contract with us is made at our premises and that any proceedings between the parties shall be conducted in the County Court nearest to us. Clause headings are for convenience only and do not form part of, or affect, the interpretation of this contract.

By ticking the Terms and Conditions check box on the on-line booking form, or indicating by e-mail or letter that you have read these Booking Terms and Conditions if you do not book on-line, you confirm that you are over 18 years of age and that you accept full responsibility for all payments due and for the consequences of any actions of all persons who use the property during the period of the rental. The names of all members of the party must be included on the booking form or provided to us in writing.

### 1 Booking and payments

#### 1.1 On-line booking:

To request a reservation, you should complete and submit the on-line *booking form* on our website. Your request will be acknowledged and payment details will be provided by e-mail. Within the following seven days, you should pay the initial deposit of 20% of the fee, or the full fee and security deposit if the rental period is due to start within eight weeks. If payment is not received within seven days, we will no longer hold the dates you have requested. Once we have received your payment, we will issue you with our e-mail confirmation of the booking and the dates on our website will show as ‘booked’. The contract between us will be formed only when we send you this e-mail confirmation and is subject to these Terms and Conditions.

## 1.2 Booking by telephone:

To request a reservation, you should contact us by telephone and we will collect your contact information and provide details of payment options. Within the following seven days of telephoning us, you should confirm your booking details in writing and pay the initial deposit of 20% of the fee, or the full fee and security deposit (see section 1.6 below) if the rental period is due to start within eight weeks. If this payment is not received within seven days, we will no longer hold the dates you have requested. Once we have received your payment, we will issue you with our written confirmation of the booking. The contract between us will be formed only when we send you this written confirmation and is subject to these Terms and Conditions.

- 1.3 We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will refund promptly any money you have paid to us.
- 1.4 You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions
- 1.5 Your booking is made as a consumer for the purpose of a holiday, as mentioned in the Housing Act 1988 Schedule 1 paragraph 9. You acknowledge that these Booking Terms and Conditions do not confer on you any security of tenure within the terms of that Act and that no liability can be accepted for any business losses howsoever suffered or incurred by you.
- 1.6 You are required to send to us your payment for the balance of the rental (and a security deposit if requested) at least eight weeks prior to the arrival date as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you and we reserve the right to retain any monies already paid. Reminders will not be sent.
- 1.7 Once the final payment has been made, we will send you a receipt, directions to the property, instructions for the key and any other relevant information.
- 1.8 We will return any security deposit to you within 14 days of the return of the keys to us, less any deductions as indicated in section 5.7 below.
- 1.9 Short breaks are charged as a proportion of the weekly rental as follows:

Number of days	Proportion of weekly rental fee
2	47%
3	70%
4	80%
5	90%
6	100%

## 2 If you cancel your booking

- 2.1 You may cancel the booking at any time by telephoning us and then confirming your cancellation in writing, by email, or letter to the address shown on our written confirmation.
- 2.2 The initial deposit is refundable only if you cancel your booking within seven days of our confirmation of your booking.

In all other cases, no refund will be made for any monies paid unless we are able to rebook the whole or part of the period of the cancelled holiday. It may not be possible to rebook the period at the full cost of the original booking but we will refund the value of this re-booking less reasonable costs incurred.

- 2.3 It is strongly recommended that you take out cancellation insurance.

## 3 If you wish to amend your booking

- 3.1 If you wish to amend your booking you must telephone us on the number shown on our written confirmation as soon as possible and we will endeavour to assist you. If it is possible to amend your booking, there may be an additional cost depending on the amendment.
- 3.2 Changes cannot normally be accommodated within eight weeks of the start of the original booking period.
- 3.3 If the change you request were to result in a reduction in the length of the booking, it would normally be regarded as a cancellation.

## 4 If we cancel or amend your booking

- 4.1 We would not expect to have to cancel or make any changes to your booking, but sometimes problems occur. We reserve the right to cancel the booking, or propose a change to the booking, at any time in the event of circumstances beyond our reasonable control.
- 4.2 In such a situation, we will contact you as soon as is practical and inform you of the cancellation or the proposed change to your booking. If alternative arrangements cannot be agreed, we will refund in full, within seven days of contacting you, all money paid to us by you for the rental of the property. We will not otherwise be liable for any loss incurred by you as a result of the cancellation or change.

## 5 Your obligations

### 5.1 Use of property

You must not assign, underlet or share possession of the hired property or any part of it. You will use the hired property for the purpose of a private holiday residence for the maximum of agreed persons only, as stated on the property's website, and not for any other purpose whatsoever. You must not use the property or any part of it for any improper, immoral or illegal purpose. You will indemnify us against any claim which may arise as a result of the holiday letting, your use of the property and your breach of any of these Booking Terms and Conditions.

It should be noted that the property is not suitable for those with mobility problems.

### 5.2 Behaviour

Smoking is not permitted inside the property or on the patio area. Smoking is permitted only in the car parking area and ash and cigarette ends must be disposed of in the receptacle provided. If you are found to be smoking within the property or on the patio area, you will be asked to leave.

If, in our opinion, it is not suitable for you to continue your occupation of the property because of unreasonable behaviour, damage or nuisance to other parties, the contract may be discharged and we may repossess the property immediately.

If you are asked to leave, you will remain liable for the whole cost of the hire and no refund shall be due. Furthermore, you will be liable to reimburse us for any expenses however incurred as a result of your behaviour.

You must not allow more people to stay in the property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the property, nor can you take your pet into the property unless it has been arranged in advance and it is shown on your confirmation. If you do so, we can refuse to hand over the property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

### 5.3 Right of access

We or contractors employed by us will be allowed the right of entry to the property at all reasonable times for the purposes of inspection or to carry out any necessary repairs or maintenance. Emergency access must be permitted at all times.

### 5.4 Your personal property

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted on our part in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

## 5.5 Insurance

You are strongly advised to ensure that each member of your party is covered by comprehensive travel insurance (including cancellation, flight delays, loss and damage to baggage and other property) and health insurance (including evacuation and repatriation coverage).

## 5.6 Damage, breakages and cleanliness

You are responsible for the property and are expected to take reasonable care of it.

You must not take any action which would be detrimental to the septic tank, about which further guidance is provided at the property.

You agree not to cause any damage to the structure of the property. All the contents of the property and adjoining shed (e.g. furnishings, electrical goods, kitchen equipment, crockery, glasses, utensils) must be left clean and correctly replaced in their original location and bedding and towels must be left in good condition.

You will be held responsible for any damage or breakages at the property or to its contents (as listed in the inventory). In the event of such an occurrence the incident must be reported to us immediately and appropriate compensation made (any items will be replaced at equal value or cleaned professionally).

You are not permitted to move any furniture or equipment without written permission from us. If permission is granted, it is your responsibility to return the same to its original position before departure. Under no circumstances must any furniture or equipment for use inside the property be moved outside.

The property must be left clean and tidy on departure. All rubbish and waste food must be removed from the property to the recycling and waste containers located in the open barn, and vegetable waste to the compost bin provided.

You must ensure that the property is securely locked when not occupied during the period of the booking and on departure.

## 5.7 Security/damage deposit (if applicable)

We will hold any security deposit paid to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings.

The security/damage deposit will normally be refunded, with any deductions made for losses or money owed to us, within fourteen days of your departure once we have made a full inspection of the property. You will be informed about any damage, losses or breakages which are found but have not been reported by you. An additional charge will be made if extra cleaning is necessary as a result of the property being left in a dirty condition upon your departure. If the amount of the security deposit is insufficient to cover our costs, we will be entitled to make an additional charge to you.

## 6 Arrival and departure

- 6.1 You may arrive at the property at or after 16:00 hours on the arrival date of your holiday and you must leave by 10:00 hours on the departure date. Any variation must be agreed with us.
- 6.2 If your arrival will be delayed, you must contact us so that alternative arrangements can be made. If you fail to do so you may not be able to gain access to the property. If you fail to arrive by midday on the day after the arrival date and you do not advise us of your anticipated late arrival we may treat the booking as having been cancelled by you.
- 6.3 Late departures will attract a further charge (unless previously agreed with us).

## 7 Complaints

- 7.1 Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.
- 7.2 It is essential that you contact us if any problem arises so that it can be speedily resolved. It may be extremely difficult (or sometimes impossible) to resolve difficulties properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the property) cannot be investigated unless registered whilst you are in residence.
- 7.3 We will not normally make any refund or recompense in respect of a complaint made after departure if the complaint was not made known to us during the holiday rental period.
- 7.4 Under no circumstances, will our liability exceed the rental paid for the property.

## 8 Our liability and *force majeure*

- 8.1 The use of the accommodation and facilities is entirely at your own risk and no responsibility will be accepted by us for injury, loss or damages to you, your belongings or your motor vehicles.
- 8.2 We cannot accept any liability whatsoever for any problems that occur while you occupy the property. In particular, we cannot accept liability for incidents outside our reasonable control such as the breakdown of domestic appliances, plumbing or wiring problems, temporary invasion of pests or damage resulting from unforeseen circumstances such as exceptional weather conditions, local or national strikes, fire and acts of government or of any other authorities.

- 8.3 We do not accept responsibility or liability in connection with the suitability or non-suitability of the property for you. You accept that the property is situated in a rural area and is affected by local country pursuits, including but not limited to animal noise, grass cutting and ancillary agricultural noise. The existence of natural flora and fauna at the property means that insects and other wildlife are not uncommon and you acknowledge the rural nature of the property.
- 8.4 We do not accept any responsibility or liability for acts or omissions of third parties which may prevent or disrupt your booking. In particular, any building work which may commence in the local area is outside our control and we cannot be held responsible for any resulting disturbance. Should we become aware of any building work which might reasonably be considered adversely to affect the enjoyment of your holiday, however, we will notify you as soon as possible.
- 8.5 We cannot accept responsibility for any items you leave behind in the property after your holiday, but if you contact us we will endeavour to locate the lost item(s).

If lost property is found, we will inform you and agree the means to return it. We will return the goods at cost.

Any unclaimed items will be disposed of after fourteen days following your departure.

## 9 Data

- 9.1 Any personal data collected about you during the course of your booking will be kept securely on computer for one year after the end of your booking. None of your personal details will be disclosed to third parties.

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